

DESOTO GUN CLUB INC.

**INDEMNIFICATION, HOLD HARMLESS, DEFENSE, WAIVER, RELEASE
AND ASSUMPTION OF RISK AGREEMENT FOR MINOR OR ADULT**

In consideration of being permitted entry to and/or use of "**Premises**" of Desoto Gun Club Inc. ("**Club**") for the purpose including, but not limited to, the use of firearms and/or other weapons (including, but not limited to crossbows and longbows) by the undersigned member and guest with full knowledge that firearms and/or other weapons are used and discharged on **Club Premises**,

(Guest, minor or adult, print) _____ (Date) ____/____/____

(Member, print) _____ (Date) ____/____/____

Individually and together the "**Undersigned**" agree to the following:

Undersigned agree to indemnify, hold harmless, and defend Club from any and all negligence, liabilities, costs, expenses, claims, damages, and/or lawsuits including all attorney / legal fees arising out of, related to, or in any way connected with, any and all actual or alleged acts or omissions of **Undersigned** in the course of **Undersigned's** presence on and/or use of **Club's** range, buildings, facilities, and land (together comprising "**Premises**") including, but not limited to, **Undersigned's** use of firearms and/or other weapons.

Undersigned further waive for themselves and for their heirs, next of kin, assignees, personal representatives, administrators, and executors any and all rights and claims for damages, loss, costs, demands, and any other actions or claims whatsoever, which they may have or which may arise against **Club** (including, but not limited to, damage to **Undersigned's** property and/or any and all illnesses, health related issues, viruses (such as COVID 19 or any other virus), injuries, including mental or emotional distress or anguish, and other damages, including death, suffered by **Undersigned**) which may in any way whatsoever arising out of, be related to, or be connected with the use of firearms and/or other weapons on **Club Premises** by **Undersigned** and/or another.

Club shall not be liable for, and **Undersigned**, on behalf of themselves and on behalf of their heirs, next of kin, assignees, personal representatives, administrators, and executors, expressly release **Club** and Club's members, employees, and/or agents from any and all such claims and liabilities including, but not limited to, claims of actual or alleged negligence on the part of **Club**, its members, employees, board of directors and/or agents.

Undersigned acknowledges and agrees that the use of firearms and/or other weapons is an inherently dangerous activity. **Undersigned** expressly assumes the risk of being on **Club Premises** where firearms and/or other weapons are used. **Undersigned** further expressly assumes the risks inherent with discharging firearms and/or use of any weapons by range members and guests and the dangers associated with the firing of live ammunition.

Undersigned expressly agree that this agreement by them, individually and together, is intended to be as broad and inclusive as permitted by law and that if any provision of this agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired. No remedy conferred by any of the specific provisions of this agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing law or in equity or by statute or otherwise. The election of any one or more remedy hereunder by **Club** shall not constitute any waiver of **Club's** right to pursue other available remedies. This agreement binds **Undersigned** and their heirs, next of kin, assignees, personal representatives, administrators, and executors.

Undersigned acknowledges and agrees that **Undersigned** have read this agreement and they understand its terms and are executing this agreement voluntarily. **Undersigned** also acknowledges and agrees that they have read, understand, and will at all times abide by all **range rules** and **procedures** and any other rules and procedures stated by **Club**.

UNDERSIGNED: Date: ____/____/____

Signature (Guest, minor or adult) _____

Print name (Guest, minor or adult) _____

Signature (Parent and/or Legal Guardian if applicable) _____

Print name (Parent and/or Legal Guardian if applicable) _____

Signature DGC member _____

Print name DGC member _____

PLEASE PROPERLY COMPLETE AND PLACE COMPLETED FORM IN SPECIFIED BOX. FAILURE TO DO SO WILL RESULT IN A WRITTEN SAFETY VIOLATION!