## WHITINSVILLE FISH & GAME CLUB, INC. RELEASE AND INDEMNITY AGREEMENT

I hereby release the Whitinsville Fish & Game Club, Inc. (The "Club"), its officers, directors, members and their agents and employee and those other organizations affiliated with the Club from any and all liability, loss, damage, costs and/or causes of action, including but not limited to all claims for bodily personal injuries and death and property damage ("claims") arising out of my participation in and firearms (meaning rifle, shotgun or handgun) or archery safety or training courses taught by anyone at the Club or arising out of my participation in or attendance at any organized shooting or archery competition informal use of the facilities (ranges) of the Club or my presence during such informal use by any other person. I specifically understand that said activities include the operation and use by the undersigned and/or others of firearms and ammunition, archery equipment, range equipment related devices and materials. This Release is given on behalf of myself, my heirs, successors, executors, administrators and assigns.

## Furthermore, I acknowledge that:

- a) Prior to actual handling or use of any handgun, rifle, shotgun, ammunition, archery equipment, range or related equipment, I have received instruction on the use of all such firearms and equipment to be used in the activity, including buy not limited to firearms to be used in any safety or training course and fully understand their use and function. I have been provided with and have read the manufacturer's instructions included with each such item.
- b) I agree to hold harmless and indemnify the Club and its officers, directors, members and their agents and employee, including said Trusts from and any all such claims related to my participation in or attendance at any such activity and/or the use of any such firearms, ammunition or equipment.
- c) I understand that there are inherent and other risks involved in the use of firearms and ammunition, equipment and related items, including but not limited to target launchers and clay targets in shooting and arrows in archery, and I freely and voluntarily assume and accept those risks.
- d) I hereby release the Club and its officers, directors, members and their agents and employee from any and all liability for bodily personal injury, death or property resulting from the design, selection, installation, maintenance, construction, adjustment, supervision or use of the Club's facilities (including but not limited to the firing ranges) and/or the firearms and/or ammunition and/or archery and/or other equipment used in such activities, including but not limited to any claim

based upon negligence, breach of warranty, contract or other legal theory. I accept and assume for myself, my heirs and assigns, the full responsibility for and all such damage, injury or death that may result.

e) This agreement is governed by the applicable law of the Commonwealth of Massachusetts if any part of this determined to be unenforceable; all other parts shall be given full force and effect.

I, the digitally undersigned, have read and understand this RELEASE and INDEMNITY AGREEMENT.

(Clicking on the "ACCEPT" box indicates acceptance of this agreement.)