



**Release Waiver, Indemnification, Hold Harmless, Assumption of the Risk Agreement. And Covenant Not To Sue.**

WHEREAS, in consideration of being permitted use or to attend a course for instruction in firearms, for the instruction in firearms, participation in or observation of any events, for the use of the premises. Undersigned agrees to the following: Undersigned agrees to indemnify, hold harmless and defend Ocala Sportsman Association, Inc. and its officers, directors and volunteer workers (hereinafter jointly referred to as OSA), from any and all fault, liabilities, costs, expenses, claims demands, or lawsuits arising out of, related to or connected with: Undersigned's presence on or use of the Range, Buildings, Land, and premises ("Premises"); and any and all acts or omissions of undersigned or OSA, including acts of negligence.

Undersigned furthermore waives for himself and for his/her executors, personal representatives, administrators, assignees, heirs and next of kin, any and all rights and claims for damages, losses, demands, and any other actions or claims whatsoever, which he/she may have or which may arise against OSA and its officers, directors and volunteer workers (including but not limited to the death of undersigned or destruction of undersigned's property), which may, in any way whatsoever, arise out of, be related to or be connected with: the course of instruction; participation in or observations of any events or use of the premises including any latent defect in the premises; Undersigned's presence on or use of said premises; Undersigned's property (whether or not entrusted to instructor- OSA) and/or the discharge of firearms. OSA, instructors shall not be liable for, and undersigned, on behalf of himself/herself and on behalf of his executors, personal representatives, administrators, assignees, heirs and next of kin, hereby expressly release OSA and its officers, directors, and volunteer workers from any and all such claims from any and all such claims and liabilities, including those arising out of their acts of negligence and further including any claims arising out of exposure to leas while on OSA's premises.

Undersigned hereby expressly assumes the risk of taking part in the course for instruction in firearms and/or participation in or observation of any events or activities on the premises, which include, but not limited to, instructions in the use of firearms, the discharge of firearms and the firing of live ammunition.

Undersigned hereby acknowledges and agrees that undersigned has read this instrument and understands its terms and is executing this instrument voluntarily. Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all range rules and procedures and any other rules and procedures stated by the instructor or OSA.

Undersigned expressly agrees that this instrument is intended to be as broad and inclusive as permitted by law and that if any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. No remedy conferred by any of the specific provisions of this instrument 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 statue or otherwise. The election of any one or more remedy hereunder by the instructor-OSA- shall not constitute any waiver of instructors (OSA's) rights to pursue other available remedies. This instrument binds undersigned and his/her executors, personal representatives, administrator, assignees, heirs and next of kin. (All parties must sign Waiver)

Undersigned hereby affirms that he/she is at least 18 years old.

Guest Printed Name \_\_\_\_\_

Guest Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone# \_\_\_\_\_

Host Member Print Name \_\_\_\_\_

Host Member Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Guest of \_\_\_\_\_

\_\_\_\_\_ A son or daughter or legal ward, under the age of 18, of a Principal Member (IF YOU CHECK THIS ITEM YOU MUST SIGN THIS WAIVER AND HAVE A PARENT OR LEGAL GUARDIAN SIGN THIS WAIVER BELOW.)\*\*\*

\_\_\_\_\_ A guest, over the age of 18, of a Principal Member. Please print the name of the member of whom you are a guest.

**IF YOU ARE OVER THE AGE OF 18, YOU HAVE COMPLETED THIS WAIVER AND MAY TURN IN THIS WAIVER FOR ACCEPTANCE BY THE O.S.A.**

**MINOR FAMILY MEMEBERS PROVISION**

**\*\*\*IF THIS WAIVER CONCERNS A SON OR DAUGHTER OR LEGAL WARD OF A PRINCIPAL MEMBER UNDER THE AGE OF 18, THEN THE PRINCIPAL MEMBER MUST EXECUTE THE FOLLOWING PROVISION:**

Because the person named above is under 18 years of age and is my child or legal ward, I represent and agree that:

1. I am the sole, joint or custodial parent of that child and am authorized by the law of the custodial jurisdiction and Florida to act on the child's behalf.
2. The other parent or guardian, if any, of this child has no objection to my consent and agreement on behalf of that child.
3. There are no judicial orders affecting my consent and agreement on behalf of that child
4. On behalf of that child I agree to all of the above terms, conditions, representations of this waiver of liability.
5. I will be continuously present to supervise and control my child's activities at all times while present on the property concerning this waiver.
6. I have been advised that (a) by signing this agreement I am giving away various rights which my child, or I, or those taking through either of us, may otherwise have or come to have: and (b) the interests of the Releases conflict with my child's interest.
7. I have been advised that I am signing a legal instrument affecting significant legal rights, and should seek advice of legal counsel before signing this agreement which remains in full force and effect indefinitely.

Parent or Guardian Signature: \_\_\_\_\_ Dated \_\_\_\_\_

Print name of Parent or Guardian \_\_\_\_\_ Telephone Number \_\_\_\_\_

Print Name of Minor whom this waiver concerns: \_\_\_\_\_

**OFFICE USE ONLY**

Accepted by \_\_\_\_\_ for Ocala Sportsman's Association

Date: \_\_\_\_\_