

Villages Straight Shooters Inc.
Release, Waiver of Claims, Assumption of Risks and Indemnity Agreement

**BY SIGNING THIS DOCUMENT YOU WILL BE WAIVING CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE**

I, the undersigned, desire to engage in activities involving firearms with Villages Straight Shooters Inc. ("VSS"), a Florida Not-For-Profit Corporation and, in consideration of being allowed to engage in such activities with VSS, I, on my own behalf and on behalf of my heirs, representatives, administrators, successors and assigns (hereinafter referred to as "Releasors"), hereby promise, covenant, represent and agree, in accordance with this Release, Waiver of Claims, Assumption of Risks and Indemnity Agreement ("Agreement") as follows:

1. Assumption of Risks. I UNDERSTAND THAT FIREARMS, SHOOTING, AND ITS RELATED ACTIVITIES ARE INHERENTLY HAZARDOUS AND INVOLVE BOTH KNOWN AND UNANTICIPATED RISKS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- A. Suffering grievous bodily and/or emotional injury to myself and/or other persons;
- B. Damage to property;
- C. Paralysis;
- D. Death;
- E. Being shot by someone else or shooting myself;
- F. Accidental, intentional or negligent physical injury caused by others;
- G. Partial or total loss of eyesight or hearing;
- H. Inhalation or other harmful contact with lead or other contaminants;
- I. Being struck by flying or falling objects;
- J. Ricochets from targets or projectiles;
- K. Injury to property or person as a result of negligence by VSS, or any of its members; and,
- L. Inclement weather conditions and animals or insects found in the wild.

I understand that such risks cannot be eliminated without compromising the essential qualities of firearms related activities and I hereby elect to voluntarily participate and engage in such activities knowing they are hazardous and/or dangerous to me, others, and my property.

I freely accept and fully assume all risks, danger, and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom. I also understand that VSS makes no representations, warranties or other assurances with respect to the quality or safety of its firearm activities.

2. No Medical Care. I further acknowledge and understand that VSS has no duty to provide first-aid or rescue operations in the event of injury and does not employ any medical staff.

3. Representations

- A. **Legal Eligibility.** I represent that I am legally eligible to possess firearms under the applicable federal, state and local laws and regulations.
- B. **Responsible Conduct.** I represent that I shall exercise responsible and safe firearm handling practices while engaging in activities with VSS. I agree to comply

with all applicable laws, rules, and regulations regarding firearm possession, use, and storage.

- C. **Sobriety.** I represent that I shall not engage in any firearm-related activities while under the influence of drugs or alcohol. I acknowledge that operating firearms while impaired poses significant risks to myself, other club members, and the general public.
 - D. **Compliance with Laws.** I represent that I shall adhere to all local, state, and federal laws and regulations concerning firearms.
 - E. **Lawful Use.** I represent that I shall only use firearms within the scope of lawful activities, such as target shooting, competition, or other legitimate purposes recognized by VSS. I shall not engage in any illegal activities involving firearms, including but not limited to, the use of firearms in criminal acts or threats of violence.
 - F. **State of Mind.** I represent that I am not depressed or having suicidal or homicidal thoughts, nor have I made plans to carry out an act of suicide or homicide.
 - G. **General Range Safety Rules.** I represent that I have read and understand the Range Safety Rules and Etiquette (Appendix I). I further represent that if I do not understand a range rule or procedure or feel there is a safety risk to myself or others I will notify a Range Safety Officer ("RSO") or designated instructor immediately. A list of VSS RSOs is provided on the VSS website. Additionally, RSOs and instructors for each firearm event will be clearly identified at the commencement of the event. If for any reason I am not aware of the identity of the RSO or instructor, I agree to promptly ask event staff or other participants, and I will refrain from participating in the event until I have confirmed the identity of the RSO or instructor.
4. **Waiver of All Claims.** In consideration of VSS allowing me to engage in firearms activities of VSS, I and all Releasors hereby waive any and all claims now or hereafter against VSS, its members, representatives, agents, officers, directors, RSOs and instructors (all of whom are hereinafter collectively referred to as the "Releasees");
5. **Release from Liability.** For the same consideration as aforesaid, I hereby release Releasees from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in firearm activities of VSS due to any cause whatsoever, **INCLUDING NEGLIGENCE, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF VSS, INCLUDING ANY DUTY OF CARE OWED UNDER ANY COMMON OR STATUTORY LAW, AND ANY AMENDMENTS THERETO.**
6. **Indemnity and Hold Harmless.** For the same consideration as aforesaid, I and all Releasors hereby **AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property, whether accidental, intentional, or negligent, sustained personally by me, or if applicable, my guests, arising from any occurrence at, from or related to firearms activities of VSS.

In case the Releasees are made a party to litigation begun by or against me or my Releasors, I will protect, indemnify and hold the Releasees harmless and will promptly pay all costs, expenses and reasonable legal fees incurred or paid by the Releasees in connection with the litigation; and, in entering into this Agreement, I am not relying upon

any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

7. **Illegality or Unenforceability.** Any determination that any provision or application of this Agreement is invalid, illegal, or unenforceable in any respect, or in any instance, shall not affect the validity, legality, or enforceability of any such provision in any other instance, or the validity, legality, or enforceability of any other provision of this Agreement
8. **Florida Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
9. **No Waiver.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
10. **Notices.** Unless provided herein to the contrary, any notice provided for or concerning this Agreement shall be in writing.
11. **Mandatory Arbitration.** Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.
12. **Electronic Signatures.** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, if any, are intended to authenticate this writing and to have the same force and effect as manual signatures. The term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.
13. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. I AGREE THAT IF I DID NOT UNDERSTAND ANY PART OF THIS AGREEMENT, I HAVE BEEN AFFORDED THE OPPORTUNITY TO CONSULT AN ATTORNEY PRIOR TO SIGNING. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE EITHER OBTAINED SUCH ADVICE OR HAVE VOLUNTARILY CHOSEN NOT TO DO SO.

THIS AGREEMENT SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE CONTRACT BETWEEN VSS AND MYSELF AS THE CLUB MEMBER AND SHALL REMAIN BINDING UPON THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THIS AGREEMENT WILL CONTINUE IN FULL FORCE AND EFFECT INDEFINITELY.

I HAVE SIGNED THIS AGREEMENT FREELY, VOLUNTARILY, UNDER NO DURESS OR THREAT OF DURESS, WITHOUT INDUCEMENT, PROMISE OR GUARANTEE BEING COMMUNICATED TO ME. MY SIGNATURE IS PROOF OF MY INTENTION TO EXECUTE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL LIABILITY TO THE FULL EXTENT OF THE LAW. I AM 18 YEARS OF AGE OR OLDER AND MENTALLY COMPETENT TO ENTER INTO THIS WAIVER.

Member First Name: _____

Member Last Name: _____

Email: _____

Villages ID (6 digits, all numbers): _____

MEMBER SIGNATURE

DATE SIGNED

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APPENDIX I
Range Safety Rules and Etiquette

When a member is at a gun range while engaged in a club sponsored event, the following range rules and etiquette must be observed including the rules for that specific range. Failure to do so may result in the Range Safety Officer (RSO) asking the member to leave the range.

REMEMBER

1. **Always** keep your gun pointed in a safe direction.
2. **Always** keep your finger off the trigger until ready to shoot.
3. **Always** keep your gun unloaded until ready to use.
4. **Always** know your target and what is beyond.
5. **Always** treat all guns as if they are loaded.

When arriving at the range:

- All guns must be unloaded and cased
- A concealed carry firearm is prohibited
- Guns may only be uncased or cased at the firing line during a hot range
- Uncased guns may NOT be transported to or from the ready line to the firing line
- Eye and Ear protection must be worn at all times
- Targets shall be mounted at eye level so you are NOT shooting into the floor or ceiling down range

When at the firing line:

- Obey all RSO commands promptly
- When the range is cold, stay behind the "Designated Firing Line" and DO NOT handle any uncased gun
- During a cold range or when you are not actively shooting, all guns at the firing line must be unloaded, pointed downrange, action open and up for observation by RSO
- Shooters not changing or adding targets during a cold range MUST remain behind the "Designated Firing Line"
- When finished shooting, pick up and dispose of your brass and litter before you leave the range.

Always follow these rules:

- Be sure your gun is safe to operate and know how to use it safely
- Use ONLY the correct ammunition for your gun
- NEVER use alcohol, drugs, or medications that may impair your physical or mental abilities before or while shooting
- Always store your gun(s) so they are not accessible to untrained or unauthorized individuals