

FUSILIER COMPLEX, INC. RELEASE, WAIVER OF LIABILITY, INDEMNITY AND RANGE USE AGREEMENT

Fusilier Complex, Inc. ("Fusilier") has a Rifle, Pistol and Shotgun Range ("RANGE") located in St. Landry Parish, wherein shooting and other activities occur.

1-Hazardous Activity

I ACKNOWLEDGE AND UNDERSTAND THAT SHOOTING AND ITS RELATED ACTIVITIES ARE INHERENTLY HAZARDOUS and involve both known and unanticipated risks which could result in damage or destruction of property and/or physical or emotional injury, including, but not limited to paralysis or death, to myself or other persons. The risks include, but are not limited to: being shot by someone else or shooting myself; suffering grievous bodily injury or death; partial or total loss of eyesight or hearing; inhalation or other harmful contact with lead or other contaminants; and/or being struck by flying or falling objects. I understand that such risks cannot be eliminated without compromising the essential qualities of shooting activities and I hereby elect to voluntarily participate and enter upon the above-named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant or observer in these activities, whether or not caused by the negligence of other parties.

2-No Warranty as to Premises

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the nature and condition of the RANGE facilities, premises, and environment is such that both known and unanticipated hazards exist which create or contribute to both known and unanticipated risks inherent in entering on to the RANGE, in using RANGE facilities, and in engaging in, or observing, any activities of any kind whatsoever while at the RANGE. The hazards include, but are not limited to: slippery, loose, or falling soil and rocks; unimproved, unmaintained, or uneven terrain, walkways, steps, and roads; I understand that such hazards and risks cannot be eliminated without compromising the essential qualities of the RANGE facilities, equipment, premises, and environment. I voluntarily assume full responsibility for any risk of loss, injury or property damage suffered by me on account of the nature and condition of the RANGE facilities.

3-No Medical Staff Provided

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the RANGE has no duty to undertake first-aid or rescue operations or procedures and furthermore does not employ any medical staff.

4-No Warranty Whatsoever

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the RANGE makes no warranty whatsoever as to the design, manufacture, maintenance, condition, or fitness for any particular purpose, of any RANGE facilities or equipment, including, but not limited to: benches, target stands, chairs, gun racks, firearms, ammunition, eye/hearing protection, first-aid supplies, if any, and other materials (firearms, ammunition, or any other item relative to RANGE activity) brought onto the premises by the members, guests, customers, or patrons.

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5-Agreement to Release, Waive Liability and Provide Indemnity

I, the undersigned, for myself, my heirs and personal representatives do hereby release, waive and forever discharge and agree not to sue Fusilier Complex, Inc. or its officers, directors, agents employees or volunteers (collectively "Releasees" or "Fusilier") from any and all liability claims, demands, damages, costs, expenses, loss of service, actions, and causes of action whatsoever, arising out of or related to any loss, damage or injury including death and from any act or occurrence whether or not caused in whole or in part by the negligence of Releasees including, but not limited to the following:

1. ENTERING ON TO THE RANGE;
2. USING RANGE FACILITIES OR EQUIPMENT
3. ENGAGING IN OR OBSERVING SHOOTING
4. ANY OTHER ACTIVITIES ENGAGED IN AT THE RANGE

and particularly on account of all personal injury, disability, property damage, loss or damage of any kind that I may hereafter sustain while on the Fusilier property or at the Fusilier RANGE facilities. I fully understand the nature of the activities to be conducted at the Fusilier RANGE and acknowledge the hazards of said activities and voluntarily assume the risk of injury to my person, property or the person or property of others. I further agree to indemnify and save and hold harmless the Releasees and each of them, from and against every and all demands made by me or my heirs or personal representatives and any damages and losses, including but not limited to litigation expenses, attorney's fees or other costs. The forgoing indemnity shall not terminate upon the completion of my use of the premises or RANGE. This agreement shall survive for all applicable periods of limitation of actions, plus the duration of all claims, litigation of actions, plus the duration of all claims, litigation and appeals arising in any way from my use of the RANGE.

6-My Guests

I AGREE to assume all responsibility and liability and will defend and indemnify the Releasees for any act, or acts, of my Guests at the RANGE, even any negligent, reckless act, or omission to act, (I understand that "my Guests" includes any and all persons who are not a member of Fusilier Complex, Inc., who enter on the Fusilier property or RANGE facilities, use the Fusilier property or RANGE facilities or engage in or observe shooting, and other activities at the Fusilier property or RANGE as a result of my invitation, permission, or consent).

7-Agree to Rules

I EXPRESSLY AGREE THAT I HAVE READ, ACCEPT, AND AGREE TO ABIDE BY THE RANGE RULES AND TO ENSURE THAT MY GUESTS DO SO AS WELL.

8-Continuous

I FURTHER ACKNOWLEDGE AND AGREE that it is my understanding and intent that this Agreement, and any signed written amendments or modifications to it, shall remain in full force and effect from the date of execution and ever after and shall be applicable to each and every occasion that I, or my Guests, enter on to the Fusilier property or RANGE facilities or equipment, or engage in, or observe shooting and other activities at the Fusilier property or RANGE.

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9-RANGE Safety Officers and/or Executive Board Members

The RANGE Safety Officers and/or the Executive Board Members reserve the right to assess any activity of the members, guests, customers, or patrons at their discretion and discontinue said RANGE use of said members, guests, customers, or patrons.

10-Severability

I acknowledge and agree that if any provision of this Release, Waiver of Liability, Indemnity and Range Use Agreement is held to be invalid, void or otherwise unenforceable, the parties hereto intend that such provision or portion shall remain applicable to the fullest extent permitted by law, and the remaining provisions or portion shall continue and remain in full force and effect.

11-Binding on Heirs

It is my express intent that this Release, Waiver of Liability, Indemnity and Range Use Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above-named Releasees.

12-Minors

For anyone under the age of 18 years, this Release, Waiver of Liability, Indemnity and Range Use Agreement must be signed by a parent or legal guardian who is present to accompany the minor while shooting any type of weapon.

13-Acknowledgment

In signing this Release, Waiver of Liability, Indemnity and Range Use Agreement, I acknowledge and represent that:

1. I have read the foregoing Release, Waiver of Liability, Indemnity and Range Use Agreement, understand it, and sign it voluntarily as my own free act and deed;
2. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
3. I am at least eighteen (18) years of age and fully competent; or I am under the supervision of a fully competent adult; and
4. I execute this Release, Waiver of Liability, Indemnity and Range Use Agreement for full, adequate and complete consideration fully intending to be bound by same.

I ENTER INTO THIS RELEASE, WAIVER OF LIABILITY, INDEMNITY AND RANGE USE AGREEMENT WILLINGLY AND VOLUNTARILY, AND UNDERSTAND THAT BY THIS SIGNATURE I ASSUME RISKS AND WAIVE SUBSTANTIAL RIGHTS, AGREEING NOT TO SUE ANY RELEASEE AND TO RELEASE AND HOLD EACH RELEASEE HARMLESS FROM LIABILITY AND FURTHER AGREES TO DEFEND AND INDEMNIFY EACH RELEASEE ACCORDING TO THE TERMS HEREIN.

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I hereby acknowledge that this document may be scanned and stored electronically or digitally. I acknowledge and agree that the digitally stored document shall be as authentic and admissible in any litigation or other proceeding as if it were the original signed document.

Print Name: _____

Date: _____/_____/_____

NOTE: Your entry to the RANGE does not in any way include or guarantee to you any insurance coverage of any kind.