

WAIVER & RELEASE OF LIABILITY

THIS IS A LEGAL DOCUMENT. IF YOU DO NOT UNDERSTAND THE TERMS OF THIS DOCUMENT PRIOR TO SIGNING IT, IT IS SUGGESTED THAT YOU OBTAIN LEGAL COUNSEL TO REVIEW THIS DOCUMENT

Course name: Camp Whitewood Parents Appreciation Day at the Range –NRA Basic Pistol Highlights

Course Date: Saturday, July 26, 2014, 12 Noon – 5:00 p.m.

In consideration of the services rendered herein, and for access to the equipment and facilities of 4-H Camp Whitewood/Northeastern Ohio 4-H Camps, Inc., and the GOLD’N Volunteers:

Participant specifically acknowledges and represents to the volunteer instructors, all title holders, licensees, and concessionaires of the GOLD’N Volunteers and/or 4-H Camp Whitewood/Northeastern Ohio 4-H Camps, Inc., and all members, officers, directors, agents, employees, and Instructors, (hereinafter collectively referred to as “Released Parties”) **That Participation in the above-entitled course(s) may be considered hazardous and that the handling and use of firearms may be hazardous** and Participant expressly assumes all risk of injury and releases, holds harmless and indemnifies, the Released Parties from any and all liabilities, claims, injuries and damages arising out of participation in THE COURSE, including but not limited to, losses, claims or liabilities caused by the PASSIVE OR ACTIVE NEGLIGENCE of the RELEASED PARTIES, or defects in the equipment, premises or facilities used.

Participant expressly, specifically and voluntarily **ASSUMES ALL RISK OF PROPERTY DAMAGE PERSONAL INJURY OR RISK OF DEATH** sustained while participating in THE COURSE, including the risk of passive or active negligence by the Released Parties, or hidden, latent or obvious defects at the Training Site(s), or in the equipment used.

Participant expressly states that she/he is aware that participation in THE COURSE, including but not limited to, the handling, operation, and firing of Firearms, can be hazardous. Participant assumes all risks of injury, loss of life, and damage to persons and property during such activity, fully realizing that the “Released Parties” are held harmless from such liabilities, claims, demands, costs, losses, expenses or compensation of whatever nature for loss, damage, or injuries to persons and property sustained by Participant, Participant’s heirs, personal representatives, successors and assigns and all other persons, resulting from or in any way connected with participation in THE COURSE or use of equipment furnished by the “Released Parties” whether directly or indirectly caused or contributed to said injury, loss of life or damage to persons or property by their negligent acts, gross negligence, or recklessness. Participant further agrees to reimburse the “Released Parties” for all court costs and attorney fees in defending an action related to this Release or the events and actions referred to in it.

For these express reasons, the “Released Parties” herein disclaim any warranty, express or implied, as to the adequacy of the training provided to Participant, and the Participant has been expressly advised of such disclaimer.

Participant understands that the use of equipment furnished by the “Released Parties” or participation in THE COURSE constitutes an acceptance of said equipment and instruction on an “AS IS” basis. Participant agrees to pay for any damage done to said equipment or property of others.

In consideration of Participant's involvement in THE COURSE, Participant hereby: A) Waives, releases and discharges from any and all liability for the Participant's death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to Participant, the "Released Parties" and the following entities or persons: Their directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, event directors, event volunteers, and event officials. B) Indemnify and hold harmless the entities, or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of Participant's actions or any actions during this event.

This contract shall be legally binding upon this Participant, and Participants heirs, estate, assigns, legal guardians and personal representatives.

Participant has carefully read this document and fully understands its content. Participant is aware that she/he is releasing certain legal rights that she/he otherwise may have and she/he enters into this contract on behalf of her/himself and her/his family of her/his free will. Participant further agrees that this instrument is intended to cover the entire relationship of the parties during the Participant's involvement in THE COURSE. All provisions of this instrument are assumed to be legal and enforceable, but if any provision of this instrument is found unenforceable the remaining provisions of the instrument are to be considered legal and enforceable and remain in full force and effect.

The "Released Parties" hereby inform the Participant that no warranties other than those contained herein are made and hereby expressly disclaim any warranty not expressly made herein, including but not limited to all warranties of fitness for a particular purpose.

I HAVE BEEN INFORMED OF THE POSSIBLE DANGERS OF MY PARTICIPATION IN THE COURSE AND ACCEPT RESPONSIBILITY FOR MY OWN ACTIONS. I RELEASE THE RELEASED PARTIES, THEIR AGENTS, AFFILIATES INSTRUCTORS, DIRECTORS, OFFICERS, AND EMPLOYEES FROM ALL CLAIMS, DAMAGES OR SUITS WHICH MAY ARISE DURING OR DEVELOP IN THE FUTURE AS A RESULT OF MY PARTICIPATION IN THE COURSE.

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN OR INITIAL THE RELEASE IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS TERMS.

Participant: _____

Date: ___ / ___ / ___

Signature: _____

Guardian: _____

Witness: _____

Witness: _____