

Winnepesaukee Sportsman's Club

P.O. Box 192

616 Governor Wentworth Highway; Moultonborough, NH

LIABILITY RELEASE/WAIVER OF RIGHTS/HOLD HARMLESS AGREEMENT

I, the undersigned, for myself, my heirs, executors, and administrators, understand that I am participating in a sport in which certain dangers and risks may and can arise, including, but not limited to, injury (accidental or otherwise, and hereafter described as injury), dismemberment or death. In consideration of the right for me to participate in these DANGEROUS EVENTS, and the services provided for me by the: Winnepesaukee Sportsman's Club and their agents, members, officers, directors, employees and invitees (hereinafter collectively the "Club"), I have and do hereby VOLUNTARILY, KNOWINGLY, AND WILLINGLY ASSUME THE RISKS associated with such events and I agree to HOLD HARMLESS the Club from any and all liability and claims that I, my heirs, executors, and administrators may be able to make and or assert for any injury, dismemberment, or death that I may, can, or will suffer as a result of my participation in the below described INHERENTLY DANGEROUS EVENT, subject to the following conditions.

To the extent not otherwise covered by an insurance policy, I, the undersigned participant shall:

1. At my own expense defend the Club, and its officers, directors, members, employees, agents, and invitees from any and all claims, of whatever nature or however incurred or suffered, resulting from an injury, dismemberment, or death to me, the participant, arising from any cause whatsoever which occurs during, as a result of, or in conjunction with, the DANGEROUS EVENT described below.
2. At my own expense I will defend the Club, and its officers, directors, members, employees, agents, and invitees from any and all claims, of every nature and type, arising out of any injury, dismemberment, or death to another person caused by me, the participant, while on or about the Club grounds or while involved in any Club sponsored event, including the below described event; and
3. INDEMNIFY and HOLD HARMLESS the Club from any and all liability, cost, or expense, including, but not necessarily limited to, attorney's fees and court costs, resulting from or relating to any act or omission of or by me, the participant, which results in any and all loss, of any nature or cause, and any and all claims, of any nature or cause, against the Club, or any of their officers, directors, members, employees, agents, and invitees.

The PURPOSE of this LIABILITY RELEASE AND WAIVER, IS TO RELEASE AND WAIVE ALL OF MY RIGHTS, LEGAL AND OTHERWISE, and to ensure that the assets and resources of the Club, its officers, directors, members, employees, agents, and invitees are not placed at risk or lost or taken due to the sponsorship of the events listed below, or otherwise. The Club generally purchases insurance to provide the protection it and its insurance agent believes necessary to satisfy the foregoing objectives. **The Winnepesaukee Sportsman's Club DO NOT WARRANT AND DO NOT GUARANTEE that insurance is available or that, if available, it will provide coverage for any particular loss of any nature and/or kind, injury, dismemberment, or death.**

By my signing below, I, the participant, acknowledge that I have read this form, I understand this form, that I AM WILLINGLY, KNOWINGLY AND VOLUNTARILY WAIVING ALL OF MY RIGHTS, LEGAL AND OTHERWISE, and I FURTHER AGREE to all of the terms, conditions and restrictions contained in this RELEASE OF LIABILITY/WAIVER OF ALL RIGHTS/HOLD HARMLESS AGREEMENT form.

Eye and hearing protection is mandatory and it is the shooter's/participant's responsibility to comply with this requirement.

If you, the participant, are in any way uncomfortable with a COMPLETE AND TOTAL RELEASE of your right to seek recovery for any claim, loss, and/or injury, dismemberment or death you sustain while at the Winnepesaukee Sportsman's Club event, you should not sign this form, in which case you will be asked to leave the premises.

Date

Participant [Print Clearly]

Date of Birth

Street Address

City / Town

State

Zip

Telephone

E-Mail Address

X _____

Signature

If Participant is under **18 Years of Age**, Parent / Guardian Must Sign Below:

Parent / Guardian [Print Clearly]

Parent / Guardian Signature *

Relationship to Participant

*Signature of Parent or Guardian

This **LIABILITY RELEASE/WAIVER OF RIGHTS/HOLD HARMLESS AGREEMENT** shall apply to each time I enter the premises of the **Winnepesaukee Sportsman's Club** A parent or guardian must sign if the participant is a minor.