

CSSSA, INC. d/b/a CAMP SUMTER GUN CLUB

WAIVER OF LIABILITY, INDEMNIFICATION, AND COVENANT NOT TO SUE AGREEMENT

LEGAL NOTICE: AS CONSIDERATION FOR USE OR MEMBERSHIP AT CAMP SUMTER GUN CLUB REQUIRES THAT YOU ENTER INTO THIS LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO BRING A COURT ACTION TO RECOVER DAMAGES, COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR INJURIES TO YOURSELF OR YOUR PROPERTY ARISING OUT OF YOUR USE OF CAMP SUMTER GUN CLUB, NOW OR ANY TIME IN THE FUTURE.

I, the undersigned user or member of CSSSA, Inc., d/b/a Camp Sumter Gun Club facilities, located in Macon County, Georgia (hereafter "CSSSA"), do acknowledge and agree that the use of firearms and the use of an outdoor shooting range may be dangerous, involving the risk of bodily injury or death. I have full knowledge of the nature and extent of all of the risks associated with the use of the CSSSA facilities, including, but not limited to: (1) all manner of injury, including, but not limited to death, disfigurement or paralysis, arising from target shooting, the use of firearms or their discharge; (2) injuries resulting from the intentional or negligent discharge of firearms by myself or others using the CSSSA facilities, including loss of hearing, burns, blindness, or other injuries, including death; (3) injuries resulting from explosions, contact with projectiles and hardware; (4) failure or misuse of any equipment, whether owned and maintained by CSSSA or otherwise. (5) the use of an outdoor facility that inherently contains dangers associated with nature, such as insects, venomous reptiles, and tripping hazards; and (6) I am required to use eye and hearing protection at all times when present on the facilities of CSSSA. If I do not use eye and hearing protection, I assume the additional risks associated with not using eye and hearing protection.

I acknowledge that the above list is not inclusive of all the possible risks associated with my use of the CSSSA facilities and that the above list in no way limits the extent of this Waiver of Liability, Indemnification and Covenant Not to Sue Agreement.

In consideration of my use of the CSSSA facilities, and on behalf of myself, my heirs, representatives, executors, administrators and assigns (the "Releasers"), **I DO FULLY RELEASE** CSSSA, its owners, shareholders, officers, directors, employees, members, and agents (the "CSSSA Releasees") from any cause of action, claim, or demand of any nature whatsoever (except for their gross negligence or willful misconduct) which the Releasers may now have or have in the future against the CSSSA Releasees on account of personal injury, property damage, disfigurement, death or an accident of any kind, arising out of, or in any way related to, my use of the CSSSA facilities, whether that use is supervised or unsupervised. This release is not conditioned on how an injury or damage is caused but is intended to be all-inclusive. I further covenant that I shall bring no civil action in a state or federal court against the CSSSA Releasees based upon any of the foregoing. I understand that I will be solely responsible for any loss or damage, including, but not limited to, injury of any kind, death, disfigurement, blindness, hearing loss, or paralysis that I may sustain while using the CSSSA facilities. By signing this Agreement, I am releasing the CSSSA Releasees, **WITHOUT EXCEPTION**, of all liability for losses and damages of any kind (other than as a result of their gross negligence or intentional misconduct).

I do further agree to **INDEMNIFY AND HOLD HARMLESS** the CSSSA Releasees from all causes of action, claims, demands, losses or costs of any nature whatsoever (except for those resulting from the gross negligence or willful misconduct of the CSSSA Releasees) arising out of or in any way relating to my use of the CSSSA facilities. I further certify that I am in good health and that I have no physical limitations that would preclude my use of the CSSSA facilities.

I acknowledge that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Georgia and that if any portion of this agreement is held invalid by a court of competent jurisdiction, it is agreed that the balance shall, notwithstanding, continue in full force and effect. I understand that the terms of this agreement are legally binding and that I am signing this agreement, after having read it, and executing this Waiver of Liability and Indemnification and Covenant Not to Sue Agreement of my own free will.

IN WITNESS WHEREOF, I have executed this agreement this _____ day of _____, 20_____.

[signature on following page]

Signature: _____

Name (Print): _____

If Releasor is under 18 years old you must have Parent/Guardian Consent.

I, as parent or guardian of the above minor, who is under 18 years of age, hereby consent on behalf of said minor to the terms and conditions set forth in this **Waiver of Liability; Indemnification Agreement and Covenant Not To Sue.**

Parent/Guardian Signature: _____

Relationship to Minor: _____