

Required to be executed by all NON-MEMBERS

APPLE VALLEY GUN CLUB NON-MEMBER WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, PHOTO RELEASE, AND INDEMNITY AGREEMENT

In consideration for allowing me access to the Apple Valley Gun Club, (hereinafter called the "Club"), Range located at 16699 Stoddard Wells Road, Victorville, CA. and any other affiliated range or property on which the Club activities occur, (collectively the "Premises"), and to participate as a non-member of the Club in self-administered or instructor-administered live ammunition firearms and or archery activities. I, for myself, my legal representatives, successors, heirs, and next of kin:

HEREBY ACKNOWLEDGE that firearms, firearm ammunition and archery equipment may be hazardous in nature and may cause substantial injury to persons and property. I recognize the inherent dangers associated with shooting firearms and archery equipment including, but not limited to: loud noise, flying or rebounding arrows or bullets and fragments, smoke, dust, exposure to lead, uneven surfaces, and similar issues. Moreover, I recognize that exposure to such environments can result in personal injury, loss of hearing, loss of eyesight, and other health hazards up to and including death. I also understand that others will be using the Premises and I will be aware of their actions whenever I am on the Premises. I also acknowledge the presence of signs posted under Proposition 65 warning of hazards to exposure to chemicals known to cause cancer by the State of California, such chemicals including, but not limited to, lead, and that I have been given the opportunity to ask for and receive a list of all such known cancer-causing chemicals on the Premises. With these facts in mind, I VOLUNTARILY ASSUME ALL RISK OF INJURY to my person and property, and WAIVE the right to bring any and all claims against the Club, or its officers, directors, members, employees, agents, administrators, successors, and assigns, (hereinafter collectively the "Related Parties"), from all claims, demands, and causes of action, foreseen and unforeseen, relating to or arising out of death, personal injuries, sickness, damages to property or property rights, and every other loss and expense arising out of or in any way connected with my participation in firearm activities on or appurtenant to the Premises. I will not take any legal action contrary to this RELEASE OF LIABILITY. I further WAIVE for myself and for my executors, legal representatives, successors, heirs, and next of kin, any and all rights and claims for damages, losses, demands and any other actions or claims whatsoever, which he/she may have or which may arise against the Club and any of the Related Parties, which may in any way whatsoever, arise out of, be related to, or be connected with any course of instruction offered on the Premises. I, on behalf of myself and on behalf of my executors, personal representatives, administrators, assignees, heirs and next of kin, hereby EXPRESSLY RELEASE the Club and all of the Related Parties from any and all such claims and liability. I EXPRESSLY ASSUME THE RISK of taking part in activities on the Premises, which include, but are not limited to, instruction in the use of archery equipment, firearms, the discharge of firearms, and the firing of live ammunition. I acknowledge that I understand that archery equipment and firearms are inherently dangerous and, as such, any injuries or accidents that occur while I am on the Premises, or while engaged in archery range or live firing range firearms training activities, whether due to weapons malfunction, or due to my negligence or mishandling, are not the responsibility of the Club or any of the Related Parties. I also acknowledge that the Premises is kept as natural as the shooting activities allow, and that wildlife may pose additional hazards, which include, but are not limited to, poisonous plants, ticks, poisonous snakes, and other wild animals. I understand that I must use caution accordingly and EXPRESSLY ASSUME THE RISK of encounters with these elements of nature while using the Premises. I HEREBY GRANT to the Club permission to use my image and/or appearance as such may be embodied in any photos, video recordings, and/or digital images, taken or made on behalf of the Club. I agree that the Club has complete ownership of such material and can use said material for any purpose consistent with the Club's mission, including any promotional or educational material in any medium. I acknowledge that I will not receive any compensation for the use of such images, etc. I hereby release the Club of any and all claims arising out of the use of my image. This release shall be binding upon me and is being entered into under the laws of the State of California. I acknowledge that I have read this waiver and release agreement, and, by signing, I VOLUNTARILY AGREE TO EXEMPT and relieve the Club and all of the Related Parties from liability for personal injury, property damage, or wrongful death caused by the negligence of another. I also AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS the Club and any of the Related Parties from and against all claims, losses, damages, and costs caused by, arising out of, or related to the actions of myself, any minors whom I bring on to the Premises, any guests who I bring on to or allow access to the premises, and those third parties for whose conduct I am expressly or implicitly responsible whether such duty arises under this agreement or by operation of law. Should the Club or any of the Related Parties be required to incur attorney's fees and costs to enforce this agreement, I agree to INDEMNITY AND REIMBURSE the Club and any of the Related Parties for such fees and costs. I acknowledge that neither the Club nor any of the Related Parties accepts or assumes any liability or responsibility for any acts or omissions that are purportedly the result of my engaging in activities for which I have expressly assumed the foreseeable risk of danger in such activity.

I certify that I may lawfully own and operate firearms within the State of California and that I am not disqualified from possessing firearms by operation of California or Federal Law. I acknowledge that but for my agreeing to the terms of this waiver, release of liability, assumption of risk, and indemnity agreement, the Club would not provide me access to the Premises. I therefore have agreed to the terms and obligations of this agreement in order to gain access to the Premises as well as gain access to the benefits of membership. I further acknowledge and understand that if at any time I violate the Bylaws of the Club, or its Safety and Range Regulations, including those pertaining to the safe and proper handling of firearms on the Premises, I may be subject to ejection from the Premises. By signing, I hereby agree to all of the above conditions:

DATE

YOUR PRINTED NAME

YOUR SIGNATURE

NAME OF CLUB MEMBER WHO IS HOSTING: _____