

**RELEASE, WAIVER AND INDEMNITY AGREEMENT**

In consideration of being permitted to use the facilities of SHOOTING RANGE, LLC, (hereinafter "SR"), which have been leased to GREEN MOUNTAIN BOYS SHOOTING CLUB, LLC, a Vermont limited liability company with a principal place of business in Jericho, Vermont, (hereinafter "GMBSC"), and to participate in sports shooting and/or related activities on the GMBSC premises, the undersigned, (hereinafter referred to as "Participant"), for himself/herself and his/her legal representatives, heirs and assigns, hereby **RELEASES, WAIVES AND DISCHARGES** SR, GMBSC and their MEMBERS, DAVID VILLENEUVE and BRENDA VILLENEUVE, and each of them, and their family members and employees/agents, (hereinafter collectively referred to as "Releasees"), from all liability to the Participant, his/her legal representatives, heirs and assigns, for any and all loss or damage or any claim resulting therefrom, on account of injury to Participant's person or property, even injury resulting in the death of the Participant while the Participant is participating in sports shooting and/or related activities on the GMBSC premises. This Release is intended to discharge Releasees in advance from and against any and all liability arising out of or connected in any way with Participant's participation in sports shooting and/or related activities on the GMBSC premises, even though that liability may arise out of the negligence or carelessness on the part of the Releasees.

Participant agrees to **INDEMNIFY** the Releasees and each of them from any loss, liability, damage and/or costs (including reasonable attorney's fees) that Releasees may incur due to the presence of Participant in or upon the GMBSC premises, whether caused by the negligence of the Releasees or otherwise.

Participant further understands that serious accidents occasionally occur in sports shooting and related activities and that participants occasionally sustain mortal or serious injuries and/or property damage as a consequence thereof. Knowing the risks, dangers and unpredictability of sports shooting and related activities, Participant hereby assumes full responsibility for the risk of bodily injury, death or property damage due to any cause while on the GMBSC premises and while being a Participant or otherwise being present on the GMBSC premises.

Participant expressly agrees that this Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Vermont and that if any portion hereof is held invalid, the balance shall continue in full force and effect.

Participant and Participant's legal guardians (if Participant is under the age of 18 years of age) acknowledge that they have read this Release, understand its provisions, and have signed the same voluntarily and without any threats or coercion by Releasees.

If Participant is engaging in sports shooting activities, by the execution of this Release, Waiver and Indemnity Agreement, Participant certifies that his/her gun(s) and/or other equipment are in good working order.

This Release, Waiver and Indemnity Agreement shall continue forever. Participant may not enter the GMBSC premises or use any of its amenities unless this Release, Waiver and Indemnity Agreement remains in full force and effect.

**NOTICE: THIS IS A LEGALLY-BINDING DOCUMENT. IF YOU DO NOT COMPLETELY UNDERSTAND THE TERMS OF THIS DOCUMENT, SEEK COMPETENT LEGAL ADVICE. PARTICIPANT REPRESENTS AND ACKNOWLEDGES THAT HE/SHE HAS READ THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT, FULLY UNDERSTANDS EACH AND EVERY PROVISION AND HAS ON THIS DATE VOLUNTARILY EXECUTED THE SAME.**

**WARNING**

**Participant acknowledges that he/she is attending a live fire shooting event and therefore understands the risks and inherent danger of injury and/or death to others and to himself/herself. All visitors enter the GMBSC property at their own risk. It is public knowledge that pyrotechnic charges sometimes blow debris into the spectator area. Hearing and eye protection are strongly recommended.**

DATED: \_\_\_\_\_ PARTICIPANT \_\_\_\_\_  
Print Name: \_\_\_\_\_

If the Participant is under the age of 18 years of age, the legal guardians of the Participant must also execute this Release.

DATED: \_\_\_\_\_ LEGAL GUARDIAN (Parent) \_\_\_\_\_  
Print Name: \_\_\_\_\_

DATED: \_\_\_\_\_ LEGAL GUARDIAN (Parent) \_\_\_\_\_  
Print Name: \_\_\_\_\_