

RELEASE, WAIVER AND INDEMNITY AGREEMENT  
IN RESPECT OF DAMAGES AND/OR INJURIES TO A USER OF EAST ELGIN SPORTSMEN'S ASSOCIATION  
FACILITIES and/or EQUIPMENT. here after called EESA

**Important: This document will affect your legal rights and liabilities.**

**Please read carefully before signing.**

**I ("USER") including all minors that I am legally or ethically responsible for as listed below, irrevocably agree** as a condition precedent at all times to my presence upon or use, at any time, of any or all of the facilities of EESA , whether for my own purposes, or as an invitee of EESA or as part of a function or activity whether or not such function or activity is sponsored, sanctioned or supported by EESA, do **hereby make the acknowledgements and to grant the waiver and indemnity set out below**, in addition to any other consideration which I may or may not have provided or agreed to provide to EESA:

**I, THE UNDERSIGNED USER FOR AND ON BEHALF OF MYSELF, AND FOR MY HEIRS, EXECUTORS AND ADMINISTRATORS, DO HEREBY:**

**A. ACKNOWLEDGE AND AFFIRM:**

1. that the Facilities of EESA contain shooting ranges where firearms may be legally discharged.
2. that the use of firearms, ammunition and other paraphernalia related to firearms and the discharge thereof is subject to certain inherent risks and hazards and that the use of firearms and the activities associated therewith is and are potentially dangerous;
- 3. that in entering upon or using the Facilities I do so at my sole and absolute risk, notwithstanding that I may or may not be Familiar with any or all aspects of firearms, ammunition and other related paraphernalia, the discharge of firearms or the risks and hazards associated therewith;**
4. that while on or using the Facilities of EESA I am absolutely and solely responsible for my own conduct, safety and wellbeing as well as the conduct, safety and wellbeing of any guest accompanying me (including without limitation any minor);
- 5. that engaging in or observing shooting activities exposes me to lead particles and other potentially harmful contaminants;**
6. that the byproducts and emissions from the discharging of firearms are potentially toxic to me and that in particular lead particles which are emitted by the discharge of firearms is toxic to me and anyone accompanying me and that all persons who come into contact with such by products and emissions are at risk of incurring health problems;
- 7. that anyone under the age of 18 and pregnant women are at higher risk of incurring health problems from contact with the byproducts and emissions from the discharging of firearms;**
8. that if I or anyone with me enters the shooting areas, I and such persons are at greater risk of injury or health problems; and must wear eye and ear protection at all times while on the range.
- 9. that if I engage in shooting activities which involve shooting at points beyond the designated firing line, I assume all risk for myself and anyone accompanying me for any injury or harm that I or they suffer;**
10. that while at EESA, I will follow all warnings and instructions posted or given to me and I will practice safe shooting habits and behaviors to protect myself and those around me and minimize the risk of injury or harm to myself or others;
- 11. that it is solely the USER's responsible to read and understand and agreed to execute this Release, Waiver and Indemnity Agreement as a condition to obtaining access to and use of the Facilities of EESA and the activities, services and facilities contained and provided therein.**

**WAIVE AND RELEASE EESA** and its directors, officers, employees, volunteers, representatives and agents from any and all claims, demands, damages, actions and causes of action arising whether directly or indirectly from or in consequence of any and all losses, injury (**including loss of life**) and/or damage to the person and/or property of the USER suffered, sustained or incurred during, in connection with or as a result of my presence at or use of the Facilities, or while attending or participating in activity associated or connected with EESA, the Facilities or the directors, officers, employees, volunteers, representatives and agents of the EESA, due to any cause whatsoever including without limitation the negligence, gross negligence or willful misconduct of the EESA, its directors, officers, employees, volunteers, representatives, clients, customers, suppliers, members or agents. **AND ON BEHALF OF MYSELF, I HEREBY WAIVE ANY AND ALL CLAIMS** against and its directors, officers, employees, volunteers, representatives and agents for damages, costs and expenses (including legal expenses) which I may have, sustain or incur in connection with or arising directly or indirectly in any way from my presence at or use of the Facilities, or while attending or participating in activity associated or connected with EESA including, without limitation, all damages, costs and expenses arising from: (a) the provision of services of any kind including but not limited to provision of firearms and ammunition and the loading and discharge thereof; and (b) the provision of insurance or lack thereof; and agree to promptly indemnify and hold EESA and its directors, officers, employees, volunteers, representatives and agents harmless from and against any and all liabilities, claims, demands, actions, causes of action, judgements (including judgements for costs), costs or expenses (including legal expenses) which EESA or its directors, officers, employees, volunteers, representatives or agents may suffer, sustain or incur as a direct or indirect result of any act or omission of any nature or kind whatsoever of the USER or any guest or invitee of the USER.

I acknowledge that the execution and delivery of this Release Waiver and Indemnity Agreement is required as a condition precedent of EESA granting access to the facility and use thereof. I further acknowledge and agree that EESA reserves the right to reject access or to otherwise discontinue access at any time.

**I warrant and represent to EESA that I have authority to sign this Release, Waiver and Indemnity Agreement on behalf of my heirs, my executors, administrators and myself.**

If any part of this document shall be unenforceable, the portion, which is unenforceable, shall be severed and the balance of this document shall remain in full force and effect. Without limiting the generality of the foregoing, if the Release on behalf of myself shall be deemed to be unenforceable, the aforesaid Indemnities shall nevertheless remain in full force and effect.

**The USER is obliged to follow all of the following Firearms and Range Safety Rules below at ALL Times**

## Firearms and Range Safety Rules

ALWAYS TREAT A FIREARM AS THOUGH IT WERE LOADED

NEVER POINT THE MUZZLE AT ANYTHING THAT YOU DO NOT WISH TO SHOOT

**KEEP YOUR FINGER OFF THE TRIGGER**

UNTIL YOUR SIGHTS ARE ON THE TARGET

ALWAYS BE SURE OF YOUR TARGET

### Range Safety

Everyone must wear ear and eye protection while on the range.

Guns will only be loaded on the firing line.

Keep your muzzle pointed down range at all time while loaded and below the top of the backstop.

Nobody will move in front of the firing line for any reason, without the approval of a Range Officer.

Remember that lead is a hazardous material and that while shooting you can be exposed to it. Make sure you wash your hands before eating or drinking.

**I hereby acknowledge that I am not under any prohibition from handling, possessing or using firearms and/or ammunition and/or prohibited devices of any nature.**

Information collected on this form shall be treated as confidential and will only be released as required by law.

Print Name                      Signature                      Address      or      R/PAL #                      Date

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Guest

**Important: This document will affect your legal rights and liabilities.**

**Please read both front & back carefully before signing.**

Member Name                      #                      Signature                      Date

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**Members are responsible for their guests at all times, while on EESA property.**

*Please place completed forms in the mail slot outside the office*