

The Byron Sportsmen & Conservation Club Member, Non-member, and Guest Liability Waiver

All <u>Members, Non-members, and Guests</u> using BSCC facilities must read, accept, and sign this Waiver of Liability and Hold Harmless Agreement <u>regardless if you shoot or not</u>. Waiver forms are available on-line, and at the Rifle Range or Pistol Range. For more information visit: <u>www.bscconline.com</u>

Club members are required to comply with all state and federal laws regarding firearms ownership, possession, and transportation. Members are also required to know their respective firearms or archery disciplines, and to follow all specific club rules. Non-members and Guests must comply with these same requirements.

Waiver of Liability and Hold Harmless Agreement

1. In consideration for receiving permission to participate in the activities and use the facilities of The Byron Sportsmen & Conservation Club (the "Club"), I hereby release, waive, discharge and indemnify the Club, and it's officers, members or employees ("Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, injury, or death that may be sustained by me while participating in activities, or on the Club's premises, whether caused by the negligence of the Releasees or otherwise.

2. I am fully aware of the risks involved and hazards connected with the activities, including the risk of injury or death. I elect to voluntarily participate in those activities with full knowledge that they may be hazardous to me and to my property. I voluntarily assume the risk of loss, property damage, personal injury, and / or death that may be sustained by me or my heirs and assigns as a result of my engaging in such activities, whether caused by the negligence of Releasees or otherwise.

3. I further hereby agree to indemnify, defend, and hold harmless the Releasees from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in the activities, whether caused by the contributory negligence of Releasees or otherwise.

4. I understand that the Club does not maintain insurance policy covering liability arising from my participation in the activities. I am aware that I should review my own personal insurance coverage as no such losses or liability will be covered by any insurance maintained by the Club.

5. I understand that if I am participating in the activities as a member of an organization, a Certificate of Insurance is required from each organization showing policy liability limits that are equal or greater than \$1,000,000 and naming The Byron Sportsmen and Conservation Club as an Additional Insured on each policy and each Certificate of Insurance naming these requirements will be provided to the Byron Sportsmen and Conservation Club before an organization participates in any activity on the premises of the Byron Sportsmen and Conservation Club.

6. I understand that this Waiver of Liability and Hold Harmless Agreement binds the members of my family and spouse if I am alive, and my heirs, or personal representative if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above-named Releasees and as an agreement to indemnify, defend and hold the Club harmless against any claims. This Agreement shall be construed in accordance with the laws of the State of Minnesota.
7. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by it.

8. This Waiver of Liability and Hold Harmless Agreement shall remain in effect into perpetuity.

9. It is necessary to submit this form only one time.

NAME (Print)	BSCO	C Member? Yes No
SIGNATURE	Dat	te
ADDRESS	CITY	STATE

Name(s) of children participating in Club activities, and subject to this waiver:

Be safe and enjoy our facility. Thanks from the BSCC Executive Board!