

Agreement, Hold Harmless Clause, Covenant and Release

WHEREAS the following is understood by the Parties: Bone Creek Sport & Gun Club Inc., is incorporated under the laws of the state of Kansas and is authorized by its articles of incorporation to conduct competitions and offer instruction which involves the use of firearms. Said events may be composed of a number of participants at any given time and participation in these events involves the use and discharge of firearms by those participants and others. These situations posses certain and inherent danger for the participants in such activities which the parties understand cannot be avoided by the exercise of due care. Further, that as such activities involve such risks, the costs of insuring against such risk would be such that it would interfere with; and practically bar a participant's ability to be involved in these activities with others with like desires. As the participants value and desire to be involved with others in the pursuit of activities involving the discharge of firearms, the instant Agreement, Hold Harmless Clause, Covenant and Release is entered into by the below identified parties for that purpose on the below state terms and conditions. THE PARTIES the Bone Creek Sport & Gun Club, Inc., its Board of Directors, Officers, and Employees, as well as contract Employees, independent Contractors and Volunteers temporarily engaged by the said Corporation, jointly and severally, are hereinafter referred to as the Corporation. Individuals wishing to avail themselves of these opportunities as outlined above are hereinafter referred to as Participants, and Participants may or may not have, paid a fee to said Corporation for the opportunity to participate in such activity and to Compensate the said corporation for its services and costs. The instant Participant executing this Agreement, Hold Harmless Clause, Covenant and Release is:

NAME: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP Code: _____

BINDING UPON HEIRS AND ASSIGNS

The parties understand, and agree, the instant Convent and Release is binding upon the heirs, assigns, personal representatives, guardian or conservator, estate executor and or natural or adopted issue of the Participants. Further, the Participants understand that this Convent and Release shall also bind and release any claim brought by any person entitled To make claim for the wrongful death of the below-sign Participant under any applicable statutory or common law right or action.

AGREEMENT - , It is understood and agreed that this Agreement, Hold Harmless Clause, Covenant and Release, are part of the consideration flowing from the Participant to the said Corporation, jointly and severally, for the privilege of participating in any activities with said Corporation. Participant thereby avows and agrees that he or she enters into these activities of his or her own free wift and at his or her own request and voluntarily assumes any and all risks appurtenant to these activities. Participant hereby agrees that he or she is aware of the fact that will be others participating in activities and that he or she assumes any and all risks of injury or damage therefrom. Participant further expressly acknowledges that the Corporation is only allowing them to participate in the activities with this understanding. Participant understands that by signing this document that he or she is giving up every right that they will have on account of any injuries or damages that they may have arising out of their presence on the property of said Corporation or their participation in the activities listed above. Participant is making it perfectly clear to the Corporation that Participant assumes each and every risk, all and making it perfectly clear to the Corporation that Participant assumes each and every risk, all and singular, known and unknown, the risks of transportation, from the activities, and Or, being temporarily on the premises of the corporation.

HOLD HARMLESS CLAUSE - Participant hereby promises, agrees, and understand, that they are participating in this Activity under the expressed condition that the Corporation is free from any and all liability and claim for damages by reason of ANY INJURY to any person or persons, including participant or property of any kind whatsoever, and to whomsoever belonging, including Participant, from any cause whatsoever while engaged in the Activity offered by the Corporation either on its own premises or at any other place. Participant thereby promises and agrees, as part of Compensation to be paid to said corporation, for allowing Participant to be involved in said Activity, to indemnify and save harmless the said Corporation from all liability, loss, costs, and obligation of any kind on account or arising out of any such injuries or losses, however occurring, during the periods that said Participant is engaged in said Activity.

COVENANT NOT TO SUE - Participant hereby promises and agrees that they will never institute any action or suit at law or in equity against the aforesaid Corporation, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of service, expenses, or compensation for" on account of any damage, loss or injury either to person or property, or both, resulting or to result, past, present or future, arising out of the said privilege of participating in the said Activity described above.

RELEASE - In addition to the foregoing Agreement, Hold Harmless Clause, and Covenant I, (print your name) - hereby RELEASE and forever DISCHARGE the aforesaid Corporation, heirs, executors, administrators, successors, and assigns, and each of them, from each and every right and claim which now have, or may hereafter have, and each account of any injuries, damages, to person' or property, or illness that I may sustain as a result of my participation in the aforesaid activities. IT IS MY INTENTION by signing this paper to bar me forever from Suing, and to release said Corporation even as to the injuries, damages, to person or property, and illnesses, rights and claims not mentioned herein or not known by me. Wherefore, by my signature below expressly acknowledge, Covenant and agree:

1. That I am bound by each and every term of the above Agreement, Hold Harmless Clause, Covenant and Release.

That I have read and understand the document I have signed. That it is my intention to enter into this agreement of my free witt and as my free act.

That this agreement is entered into with valuable consideration to each party, receipt of such consideration, my participation in the Activity, expressly acknowledge herein.

Signature: _____ Date: _____

CERTIFICATE of WITNESS

The undersigned, do hereby certify that the Agreement, Hold Harmless Clause, Covenant and Release which is set forth above was executed in my presence, and that said Participant acknowledged that they fully understood the contents of this document, and that they executed same as their free act and deed in exchange for participating in the activities offered by the Bone Creek Sport & Gun Club, Inc.

Witness my Hand this ____ day of _____, (month), 20____.

Name: _____(Witness signature)

Address: _____ City: _____