

Silverdale Gun Club - Outdoor Shooting Range



RELEASE, WAIVER AND INDEMNITY AGREEMENT IN RESPECT OF DAMAGES AND/OR INJURIES TO A USER OF Silverdale Gun Club equipment and /or damages suffered by a user of Silverdale Gun club facility or equipment.

Important: THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS AND LIABILITIES. PLEASE READ CAREFULLY BEFORE SIGNING

(" 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 Silverdale Gun Club including without limitation those facilities located at 4948 Concession 4 Rd., St. Anns, Ontario, Canada and the parking facilities located in front of, in the vicinity of or around such location, and any location of facilities where any activity or function sponsored or held by Silverdale Gun Club, whether for my own purpose, as an invitee of Silverdale Gun Club or as part of a function or activity whether or not such function or activity is sponsored, sanctioned or supported by Silverdale Gun Club, to 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 Silverdale Gun Club. In this document, the above USER is referred to as I or the USER.

FOR GOOD AND VALUABLE CONSIDERATION (THE RECEIPT, SUFFICIENCY AND ADEQUACY OF WHICH I DO HEREBY ACKNOWLEDGE). I, THE UNDERSIGNED USER FOR AND ON BEHALF OF MYSELF, AND FOR MY HEIR, EXECUTORS AND ADMINISTRATORS, DO HEREBY:

A. ACKNOWLEDGE AND AFFIRM:

1. That the Facilities contain shooting ranges where firearms may be legally discharge and may be discharged at any time that the Facilities are open or otherwise
2. That firearms, ammunition and other paraphernalia related to firearms and the discharge thereof may be present on the Facilities at any time or at all times;
3. 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;
4. 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 of the risk and hazards associated therewith;
5. that while on or using the Facilities I am absolutely and solely responsible for my own conduct, safety and well being as well as the conduct, safety and well being of any minor accompanying me.
6. That if I or anyone with me enters the shooting areas and moves beyond the designated firing line, I and such persons are at greater risk of injury or health problems;
7. 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;
8. That while at Silverdale Gun Club, I will follow all warnings and instructions posted or given to me and I will practice safe shooting habits and behaviours to protect myself and those around me and minimize the risk of injury of harm to myself or others;
9. That it is USER'S sole responsibility to read and understand and that I have read, understood and agreed to execute this Release, Waiver and Indemnity Agreement as a condition to obtaining access to and the Facilities and the activities, services and facilities contained and provide therein.

B. WAIVER AND RELEASE:

Silverdale Gun Club and its directors, officers, employees, volunteers, representatives and agents from any and all claims, demands, damages, actions 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 Silverdale Gun Club, the Facilities or the directors, officers, employees, volunteers, representatives and the agents of Silverdale Gun Club, due to any cause whatsoever including without limitation the negligence, gross negligence or wilful misconduct of Silverdale Gun Club, 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 Silverdale Gun Club, and its directors, officers, employees, volunteers, representatives and agents for damages, costs and expenses (including legal expenses)

Which I may have sustained 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 Silverdale Gun Club 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; (b) the provision of insurance or lack thereof; and Release & User Obligations (Including minors)

C. INDEMNITY: And agree to promptly indemnify and hold Silverdale Gun Club and its directors, officers, employees, volunteers, representatives and agents harmless from and against any and all liabilities, claims, demands, actions, causes of action, judgments

(including judgments for costs), costs or expenses (including legal expenses) which Silverdale Gun Club or its directors, officers, employees, volunteers, representatives or agents may suffer sustain or incur as a direct result 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 Silverdale Gun Club granting access to the facility and use thereof. I further acknowledge and agree that Silverdale Gun Club reserves the right not to proceed with granting access or to otherwise discontinuing access at any time.

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

I HEREBY COVENANT AND AGREE TO PROMPTLY INDEMNIFY AND SAVE HARMLESS Silverdale Gun Club and its directors, officers, employees, volunteers, representatives and agents from any and all claims, damages, demands actions, causes of actions and judgements (including judgments for costs) which may be advanced by or on behalf of and or awarded to or for the benefit of myself as a result of or in any way arising from Silverdale Gun Club granting access to the Facilities together with all costs of defending any such claim, demand and/or action including all legal fees and disbursements (and taxes thereon).

If any part of this document shall be unenforceable, the portion, which is unenforceable, shall be served 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.

I HAVE READ THIS RELEASE WAIVER AND INDEMNITY AGREEMENT (INCLUDING THE BELOW ATTACHED FIREARMS AND RANGE SAFETY RULES) PRIOR TO SIGNING IT AND I UNDERSTAND IT. I FUTHER UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM AFFECTING THE LEGAL RIGHTS OF MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS AND MY NEXT OF KIN. I ACKNOWLEDGE THAT A COPY OF THIS DOCUMENT WILL BE MADE AVAILABLE TO ME IF I REQUEST IT.

The USER is further obliged to follow all of the following Firearms and Range Safety Rules below at ALL TIMES. I hereby acknowledge that I am not under prohibition from handling, possessing or using firearms and/or ammunition and/or prohibited devices of any nature.

RANGE RULES:

1. EYE AND EAR PROTECTION IS MANDATORY ON THE RANGE.

Please fill in your name (required) : _____ Signature _____

Please fill in your email (required) : _____

NAME OF MINORS: _____ D.O.B. _____

Print and sign parent or guardian of above named minor _____
