

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

THIS IS A RELEASE OF LEGAL RIGHTS. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

TO: HIDDEN VALLEY RANGE, LLC, JEFF R. PRICE, AND ANN K. PRICE, and to its and their employees, representatives, principals, members, officers, directors, trustees, agents, sponsors, volunteers, assistants, affiliates, contractors and to the heirs, successors and assigns of each (collectively, the "Released Parties").

I, the undersigned person (the "Releasor"), wish to participate in all or some of the Activities defined below, and therefore enter into this agreement on behalf of myself, my minor child or dependent (if applicable), my heirs, successors and assigns, or any other person present at the Property at my express will or implied invitation (the "Participants").

1. This Agreement gives the Releasor and his Participants the license to utilize the real property owned or leased by the Released Parties located in Jefferson County, Montana (the "Property") for use of the shooting range, including target shooting, firearms shooting, firearms-related activities, coaching, training, and competitive sports involving firearms or observation (hereinafter referred to as "Activities"). This Agreement further gives the Releasor and his Participants the license to utilize any amenities located on the Property specifically associated with the shooting range.
2. Releasor acknowledges that pursuant to § 27-1-753, MCA, a person who participates in any sport or recreational opportunity assumes the inherent risks in that sport or recreational opportunity, whether those risks are known or unknown, and is legally responsible for all injury or death to the person for all damage to the person's property that result from the inherent risks in that sport or recreational opportunity.
3. I acknowledge that the Activities, specifically *target shooting and the use of firearms*, have **INHERENT RISKS** that may cause **SERIOUS INJURY AND POSSIBLY DEATH TO PARTICIPANTS** as a result of, but not necessarily limited to, my own handling of the firearm and being in close proximity to others who are also handling firearms and the risk of ear injury or deafness as a result of the noise associated with the discharge of the firearms. I specifically acknowledge that I can be injured or killed by the ammunition, clay targets or the shot from my or another's use of firearms, ammunition and/or clay targets.
4. I fully understand the risks and dangers associated with my participation in the Activities and **ACCEPT THE SAME ENTIRELY AT MY OWN RISK.**
5. I hereby **WAIVE ANY AND ALL CLAIMS** which I may have against the Released Parties and **RELEASE THE RELEASED PARTIES** from **ALL LIABILITY** for injury, death, property damage or any other loss sustained by me or my Participants as a result of my or their participation in the Activities and **PROMISE NOT TO SUE** the Released Parties with respect to any such injury, death, property damage, or other loss sustained by me or my Participants. The term "Claims" means all actions, causes of action, suits, losses, damages, costs, attorney fees, judgments, liens, indebtedness, claims, demands and liabilities whatsoever, in any form or on any basis.

6. As consideration for my or any of my Participants use of the Property or participation in any of the Activities, I **AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS** the Released Parties from and against any and all Claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred to due to use of the Property or participation in any Activity, whether caused by the Released Parties or some other cause.
7. The Releasor certifies that he/she is not prohibited under and Federal or State law from possessing a firearm.
8. The Releasor acknowledges and agrees that he/she/they have read, understands, and at all times will abide by all rules and regulations, any rules or procedures applicable to any particular activity, the procedures, safety rules and any and all instructions whether communicated in writing or verbally with respect to the Property or the Activities which are incorporated herein by reference, including those rules and regulations attached hereto and incorporated herein, (the Rules).
9. I have no physical or mental illness that precludes my participation the Activities in a safe manner for myself or others. I am NOT under the influence of drugs or alcohol which impairs my ability to maintain my safety awareness or endangers others.
10. I certify that I am at least eighteen years of age and have carefully and freely signed this Agreement. If I am signing on behalf of a minor child or dependent, I assume all the risks and responsibilities surrounding my child's or dependent's use of the Property and participation in any of the Activities. I understand and agree that no oral or written representations can or will alter the contents of this document. This Agreement shall be binding upon my personal representatives, heirs, successors and assigns. I agree that this Agreement shall be governed under Montana law.

By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care, pursuant to § 27-1-753, MCA.

I ACKNOWLEDGE RECEIVING A COPY OF THE RULES AND REGULATIONS OF THE SHOOTING RANGE AND AGREE TO ABIDE BY THEM.

RELEASOR:

Print Name:

Parent/Guardian (Printed Name)

Signature

Signature

Date

Date

Address (Number and Street)

Address (City, State, and Zip Code)

Phone:

Email:

Driver's License (State and #)

Emergency Contact: _____

Emergency Phone #: _____