

# RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF RISK AGREEMENT

CONSERVATION AND SPORTSMAN'S CLUB OF THURMONT, MARYLAND, INC.  
11617 HUNT CLUB ROAD, THURMONT, MD 21788

WHEREAS, in consideration of being permitted to enter the grounds of the Conservation and Sportsman's Club of Thurmont, Maryland, Inc., (herein referred to as TCSC) and to make use of the amenities and premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned agrees to the following:

Undersigned agrees to indemnify, hold harmless and defend the officers, directors, servants, agents, subcontractors, members, employees and TCSC, from any and all fault, liabilities, cost, expenses, claims, demands or lawsuits arising out of, related to or connected with: Undersigned's presence at and/or participation in and activities by the Undersigned; the Undersigned's presence on or use of the range, pool, buildings, land and premises ("Premises"); and any and all acts or omissions of the Undersigned present or future.

Undersigned furthermore waives for himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs and next of kin, any and all rights and claims for damages, losses, demands and any other actions or claims whatsoever, which he/she may have or which may arise against the officers, directors, servants, agents, subcontractors, members, employees or TCSC (including but not limited to the death of Undersigned and/or any and all injuries, damages or illnesses suffered by Undersigned or Undersigned's property), which may, in any way whatsoever, arise out of, be related to or be connected with: the course of instruction; the Event; the Activity; the Premises, including any latent defect in the Premises; Undersigned's presence on or use of said Premises; Undersigned's property (whether or not entrusted to TCSC); and, the discharge of firearms. TCSC shall not be liable for, and Undersigned, on behalf of himself/herself and on behalf of his/her executors, personal representatives, administrators, assignees, heirs and next of kin, hereby expressly releases TCSC from any and all such claims and liabilities.

Undersigned hereby expressly assumes the risk of taking part in the activities on the Premises, which may include, but are not limited to, instruction in the use of firearms, the discharge of firearms and the firing of live ammunition, use of the pool, and general use of the premises.

Undersigned acknowledges that this agreement conveys to non-carded persons on the TCSC grounds, for any purpose, a limited, non-carded, non-voting, special membership which terminates upon the end of their Training, Event or other Use of the premises for the specific date(s) of the Training, Event or other Use of the premises while or while not accompanied by a TCSC carded member.

Undersigned hereby acknowledges, and agrees that Undersigned has read this instrument and understands its terms and is executing this instrument voluntarily.

Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all range rules and procedures and any other rules and procedures stated by the Instructor, Range Safety Officers or Lifeguards.

Undersigned expressly agrees that this instrument is intended to be as broad and inclusive as permitted by law and that if any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. No remedy conferred by any of the specific provisions of this instrument is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder by TCSC shall not constitute any waiver of TCSC right to pursue other available remedies. This instrument binds Undersigned and his/her executors, personal representatives, administrators, assignees, heirs and next of kin.

Undersigned understands that all photos and/or videos which they appear in while on the premises become the property of TCSC to use as they see fit.

**UNDERSIGNED:**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Signature / Parent or Guardian**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Relationship to Participant**

\_\_\_\_\_  
**Signature / Minor Participant**

\_\_\_\_\_  
**Print Name (Minor Participant)**