

THURMONT CONSERVATION AND SPORTSMAN'S CLUB

11617 HUNT CLUB ROAD, THURMONT, MD 21788

MEMBERSHIP LIABILITY WAIVER

INDEMNIFICATION, HOLD HARMLESS, DEFENSE, WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT FOR MEMBERS AND FAMILY

In consideration of being permitted entry to and/or use of the Thurmont Conservation and Sportsman's Club Inc. ("Club") for whatever purpose, including, but not limited to, use of firearms by him/her and /or another and with full knowledge that firearms are used and discharged on Club Premises,

_____ ("Undersigned") agrees to the following:

PRINT NAME

Undersigned agrees to indemnify, hold harmless, and defend the **Club** from any and all fault, liabilities, costs, expenses, claims, demands, and/or lawsuits arising out of, related to, or in any way connected with, any and all actual or alleged acts or omissions of **Undersigned** in the course of **Undersigned's** presence on and/or use of the **Club's** range, buildings, facilities, and land (together comprising the **Club**) including, but not limited to, **Undersigned's** use of firearms.

Undersigned further waives for himself/herself and for his/her heirs, next of kin, assignees, personal representatives, administrators, and executors any and all rights and claims for damages, loss, costs, demands, and any other actions or claims whatsoever, which he/she may have or which may arise against the **Club**, (including, but not limited to, damage to **Undersigned's** property and/or any and all illnesses, injuries, including mental or emotional distress or anguish, and other damages, including death, suffered by **Undersigned**), which may in any way whatsoever arise out of, be related to, or be connected with use of firearms on the **Club's** premises by **Undersigned** and/or another.

The **Club** shall not be liable for, and **Undersigned**, on behalf of himself/herself and on behalf of his/her heirs, next of kin, assignees, personal representatives, administrators, and executors, expressly releases the **Club** and the **Club's** members, employees, and/or agents from any and all such claims and liabilities including, but not limited to, claims of actual or alleged negligence on the part of the **Club**, its members, employees, and/or agents.

Undersigned acknowledges and agrees that use of firearms is an inherently dangerous activity. **Undersigned** expressly assumes the risk of being on the **Club's** premises where firearms are used; and **Undersigned** further expressly assumes the risk of discharging firearms by whoever discharged and the firing of live ammunition by himself/herself and /or another.

Undersigned expressly agrees that this agreement by him/her is intended to be as broad and inclusive as permitted by law and that if any provision of this agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired. No remedy conferred by any of the specific provisions of this agreement 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

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now or hereafter existent at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder by the **Club** shall not constitute any waiver of the **Club's** right to pursue other available remedies. This agreement binds **Undersigned** and his/her heirs, next of kin, assignees, personal representatives, administrators, and executors.

Undersigned acknowledges and agrees that **Undersigned** has read this agreement and he/she understands its terms and is executing this agreement voluntarily. **Undersigned** also 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 **Club**.

UNDERSIGNED:

Date: _____

Signature: _____

Print Name: _____

Spouse Signature: _____

Print Name: _____

Children under 18: Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____