**Fischer’s Outback LLC / 10X Range & Training Center Terms of Use, Waiver and Release of Liability**

**Read Both Sides before Signing**

The Undersigned, in consideration of being allowed to participate in any way in the 10X Range & Training Center and / or Fischer’s Outback events, courses, activities, or use of premises, releases William Fischer( herein referred to as owner or instructor) and acknowledges, appreciates, and agrees to:

1. Assume the risk of injury and to indemnity, hold harmless and defend business, its instructors, employees and volunteers from any and all fault, liabilities, expenses, claims, demands or lawsuits arising out of, related to or connected with attendance/ participation in shooting, course instruction and other known and unknown events and activities and/ or the use of the related buildings, structures, equipment, automobiles, firearms, weapons, bows, ATV’s, boats, tree stands, roads, bodies of water, land and all other real and personal property whether owned by Fischer’s Outback LLC and its subsidiaries or others is significant, including the potential for permanent injury and death, while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and
2. Acknowledge and agree that the use of archery equipment, firearms, and other weapons by myself or others on 10X/ Fischer’s Outback premises or otherwise are inherently dangerous and high risk activities whether such archery equipment, firearms or weapons are discharged by myself or others; and
3. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS,** both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation; and
4. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring to the attention of the nearest official immediately; and
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE AND HOLD HARMLESS 10X & FISCHER’S OUTBACK LLC,** its instructor(s), owner(s), officials, agents, employees, volunteers, members, guests, other participants, sponsoring agencies, sponsors, advertisers, and if applicable owners and lessors of real property and personal property used to conduct the events and activities(“RELEASES”), **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH,** or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.**
6. I expressly agree 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 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 the instructor/ owner shall not constitute any waiver of instructor/owner’s right to pursue other available remedies. This instrument binds the Undersigned and his/her executors, personal representatives, administration, assignees, heirs and next of kin.

**Terms of Use**

The Undersigned and William Fischer, Fischer’s Outback LLC, 10X Range & Training Center in Graceville, Minnesota enter into the following agreement:

**Recitals**

Undersigned agrees upon entrance to Fischer’s Outback LLC and/or 10X Range & Training Center:

1. To abide by posted range rules in the use of firearms and the property.

2. To not admit to the range those persons that have not paid the required fees or signed this document.

3. To leave the range in a clean condition by picking up all litter, targets, and shell casings.

4. Glass targets will not be used. Any clay pigeon shooting must be done with steel shot.

5. Will not use the range if unsafe. Report any unsafe or dangerous conditions as soon as possible to owner.

6. To accompany all family members under the age of 18 years of age, unless they are at least 16 years of age AND have a valid Firearms Safety Certificate with them.

7. Close all doors and turn off all lights upon leaving the range.

**OVER**

**Agreement**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Undersigned and Fischer’s Outback LLC/ Instructor agree as follows:

Fischer’s Outback LLC/ Instructor shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgment, and in such event the Undersigned shall indemnify and hold harmless the Fischer’s Outback LLC/ Instructor for any such claims paid, including Instructor/Owner’s reasonable attorney’s fees incurred resulting from such claim.

In the event of any claim or suit is brought against Fischer’s Outback LLC/ Instructors within the scope of this agreement, the Undersigned agrees to pay for legal counsel chosen by Fischer’s Outback LLC/ Instructors to defend against same.

In the event any damages are caused by the Undersigned, the Undersigned agrees to pay for all damages from the use of the property, or any members of the family, or others that the Undersigned has allowed, or inferred entrance and use of the range, property, events, equipment, or course.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney’s fees, which may be set by the court in the same action, or any separate action brought for that purpose, in addition to any other relief such party may be entitled.

This Agreement shall be interpreted under the laws of the state of Minnesota. I have read this agreement and will abide by it.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTIONS OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I also agree to allow Fischer’s Outback LLC and its subsidiaries to use photos and or names of participants in its publications and website.**

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

Participant’s Name (printed) Participant’s Signature

**FOR PARTICIPANTS OF MINORITY AGE**

**(UNDER AGE 18 AT THE TIME OF PARTICIPATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child’s involvement or participation in these events and activities and/or the use of related real and personal property as provided above, **EVEN IF ARISING FROM THEIR NEGLIGENCE.**

Parent/Guardian(printed) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Phone Number: ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_