

LIABILITY WAIVER AND RELEASE AGREEMENT

Name: _____ Date of Birth: _____

Address: _____ Phone: _____

Emergency contact and Phone: _____

Email address: _____

Fischer's Outback/10X Range and Training Center, its owners, officers, employees, agents, representatives, parents, and affiliates (hereinafter, "FOB") has agreed to permit me to use the property at the club, including: 10X Range and Training Center, outdoor range, and any other properties or facilities on property associated with FOB (hereinafter the "Event"). In consideration for permission to participate in these activities and use the facilities and vehicles, **I agree.**

- (1) that there is a risk of serious injury or death if I participate in the Event. Some of the risks that I may encounter are defective or faulty weapons or ammunition, negligence of other participants, and negligence of FOB and their employees, agents or representatives,
- (2) that I accept all risks arising out of or relating to my participation in the Event, whether listed in paragraph (1) above or not.
- (3) that I will read and abide by the FOB rules and regulations for the Event, as well as all other FOB rules and regulations as they may be posted or presented by FOB personnel. And, that if I do not follow these rules and regulations, my permission to participate will be revoked, and any fees or charges that I paid will not be refunded.
- (4) that I am in compliance with all federal and state laws and regulations pertaining to the use and possession of firearms, and that I will inform FOB immediately if I learn of any reason why I cannot legally use or possess firearms.
- (5) to waive my right to bring any claims against FOB and its owners, officers, employees, agents, representatives, event partners and affiliates that arise out of or relate to my participation in shooting and all other aspects of the Event, and to release FOB and its owner, officers, employees, agents, representatives, parents and affiliates from liability for any such claims. This waiver and release includes claims based upon negligence by FOB and its owner, officers, employees, agents, representatives, parents and affiliates. I further agree that I will indemnify, hold harmless, and reimburse FOB owner, officers, employees, agents, representatives, parents and affiliates for all losses (including attorney's fees and costs) from any claims brought by any persons or entities arising out of or relating to my participation in all aspects of the Event.
- (6) That all disputes arising under the Release or from participation in shooting and all other aspects of the Event shall be litigated exclusively in the Court of Big Stone County, Minnesota.
- (7) I grant FOB Permission to use photographic and/or video images of me for the purpose of marketing, publicizing and promoting FOB. I waive any right to be compensated for the use of my image.

Adults: I understand this agreement and enter into it voluntarily.

_____ (signature adult participant) _____ (date)

Minors: I understand this Agreement. I have talked with my parent/guardian about the risks I may encounter and my responsibilities.

_____ (signature minor participant) _____ (date)

Parents/guardians: I have read this Agreement and discussed it with the minor participant. I agree: (1) that paragraphs five and six apply to any claims that I might bring on my own behalf related to the minor's participation; (2) that I will indemnify, hold harmless, and reimburse FOB and its owner, officers, employees, agents, representatives, parents and affiliates for all losses (including attorneys' fees and costs) from any claims brought by or on behalf of the minor where such claims are related to the minor participant's participation.

_____ (signature parent/guardian) _____ (date)

_____ (emergency phone)