ELLICOTTVILLE SPORTSMEN, INC.

5609 NY Route 242 PO BOX 471 Ellicottville, NY. 14731

Thank you for visiting our club. Ellicottville Sportsmen Club is a private firearms shooting sports club operated exclusively for our members. We allow the Club and members of the Club to invite guest to use our facilities from time to time for special programs. After your visit, we invite you to apply for membership so that you can enjoy all the privileges our members enjoy.

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WAIVER & LIABILITY AGREEMENT

This is a legal agreement between you and the Ellicottville Sportsmen, Inc "club" for the purpose of allowing you, a guest the privilege to temporarily use our facilities in the company of the member who invited you to use our facilities. The member must always be present when you are visiting our property. This agreement does not convey membership.

YOUR NAME:_____ DATE:_____

YOUR EAMIL:_____ PHONE:_____

YOUR ADDRESS:_____

IF MINOR, CHILD'S NAME:_____
YOU MUST BE THE PARENT OR LEGAL GUARDIAN TO SIGN THIS FORM

By entering into this Agreement and subject to the terms and conditions herein, the Vendor/Student/Participant is hereby granted permission by the Club to use the Club's facilities to offer or attend firearms or weapons training and/or safety classes, which classes or sessions may involve but would not necessarily be limited to the use of firearms, bows and certain ammunitions, and potentially use of the Club's ranges for other related activities, recreational or otherwise (collectively the "Activities"). Said Activities are to take place on the Club's property including without limitation any building, ranges, parking areas and land, owned by the Club (collectively the "Premises"). In exchange, the Vendor/Student on his or her behalf, as well as the undersigned's heirs, family members, guests, executors, administrators, personal representatives, successors and assigns (collectively the "Undersigned") hereby understands, acknowledges and agrees to the following:

1. The undersigned is fully aware of the risks and hazards inherent, whether known or unknown, in entering upon and taking part in any Activities on the Premises and voluntarily enters and take part in any Activities on the Premises with the knowledge and appreciation of the danger involved; further, the undersigned expressly assumes the risk of entering on the Premises and taking part in any Activities, recreational or otherwise, on the Premises, including without limitation: archery, handgun, rifle, shotgun, and machine gun shooting; firing live ammunition; observing individuals discharging firearms or other types of weapons; eating food or drinking beverages, including any type of alcoholic beverage; parking; and any other use of or Activities on the Premises.
2. The Undersigned hereby releases, waives, and forever discharges and covenants not to sue or make a claim against the Club, including each of their respective officers, directors and members, successors and assigns, managers, volunteers, agents, attorneys or representatives, (collectively, the "Releasees") for any and all claims, demands, damages, expenses, causes of action, attachments of property or liability of any kind whatsoever that arise, directly or indirectly from property damage, personal or emotional injury, including partial or total disability, dismemberment or paralysis, or death directly or indirectly resulting from the undersigned entering upon, using or being on the Premises or involved in the Activities, even if such claims demands, damages, expenses, causes of action, attachments of property or liability result partially or wholly, or directly or indirectly, from any act or omission to act, whether negligent or otherwise, including negligent or omitted first-aid operations or procedures, by the Releasees.
3. The Undersigned certifies that he/she is not prohibited under any Federal or State law from possessing or using a firearm or weapon.
4. The Undersigned acknowledges that the risks and hazards that he/she is assuming may increase or change during the Agreement Term.
5. The Undersigned hereby consents to and releases the Releasees from any injuries, claims or damages that might result from the administration or failure to administer any and all emergency medical treatment which might or might not be provided or available at the Premises.
6. The Undersigns acknowledges and agrees that he/she/they have read and understand and at all times will abide by all rules, regulations or procedures applicable to any of the particular Activities, and any and all instructions whether communicated in writing or verbally with respect to the Premises which are incorporated herein by reference, including those rules and regulations attached hereto and incorporated herein, (the "Rules").
7. The undersigned acknowledges and affirmatively declares that he/she has no physical or mental illness that precludes my participation in any of the Activities in a safe manner for myself or others. The undersigned is not under the influence of drugs or alcohol which impair his/her ability to maintain safety awareness or could endanger others. The undersigned acknowledges and agrees that this accident waiver and release of liability will be utilized and relied upon by the Club and all Releasees. The undersigned agrees that all staff or authorized agents may, in their sole discretion, determine if is unsafe for myself or others for my continued participation and may remove me from the Premises by any lawful means.
8. The undersigned acknowledges and agrees that he/she has not been coerced in any way to enter into this Agreement, is doing so voluntarily of his/her own free will, understands all of the terms and conditions set forth herein and agrees to those same terms and conditions by signing below.

YOUR SIGNATURE : _____