

# Tri-Town Sportsman's Association (TTSA)

## Non-Member Waiver, Release and Hold Harmless Agreement

In consideration of permission granted by Tri-Town Sportsman's Association located at 1274 Beaver Dam Road, Honey Brook, Pennsylvania (hereinafter sometimes referred to as, "Tri-Town") allowing me to participate in firearms training, sport shooting, or archery activities (hereinafter sometimes referred

to as "Activity"), I, (PRINT YOUR NAME:)

(hereinafter sometimes referred to as, the "Participant"), together with my parent or guardian if I am under the age of eighteen or under a legal disability, represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, AGREE as follows:

1. **Assumption of Risk.** I understand and acknowledge that firearms training includes inherent dangers, including risk of death, substantial bodily harm, injuries, illness and property damage. I acknowledge that participating in the Activity involves certain serious risks and that injuries, death, illness, property damage or other harm could occur to me or others. I understand and acknowledge that it is my responsibility to fully appreciate these risks and any others that may exist. I agree that I am voluntarily participating in the Activity and the use of the premises and facility where this activity is taking place. I knowingly and voluntarily assume all risks of death, injuries, illness, damages or any form of harm that may occur in connection with the Activity. I understand and acknowledge that Tri-Town is not responsible to any loss of, or damage to my personal property, and I accept sole responsibility for my property. I understand and acknowledge that in participating in the Activity, I do so entirely at my own risk.
2. **Safety Precautions.** I understand that due to the dangers associated with the Activity, I must follow any and all safety precautions, policies and procedures implemented by Tri-Town. I understand that if I fail to follow any safety precautions, policies or procedures, I will not be permitted to participate in the Activity.
3. **Legal Eligibility.** I acknowledge that I am not prohibited from possessing firearms under state or federal law. I understand and acknowledge that I am not permitted to participate if I am, and that Tri-Town expressly forbids participation by those prohibited from possessing firearms.
4. **THIS WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT IS A RELEASE FROM LIABILITY** and includes, without limitation, all harm which may occur as a result of my participation in the Activity. My participation in the Activity includes, without limitation (a) participation in the course and training itself, (b) the sudden and unforeseen malfunctioning of any equipment, including, but not limited to firearms and ammunition, whether provided by Tri-Town or the Participant, (c) any instruction, training, and supervision, and (d) slipping and/or falling while using the facilities for the Activity, or on the whole premises both indoor and outdoor, including the interior if such exists, adjacent sidewalks and parking areas. I understand and acknowledge that this release from liability applies regardless of the location of the Activity, and is not restricted to any particular facility.
5. **No Claims.** I accept and voluntarily incur all risks of death, substantial bodily harm, injuries, illness, damages, property damage, or any other harm which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or in part by the fault of Tri-Town, and/or its or their departments, trustees, affiliates, employees, officers, agents, insurers, family members, representatives, successors, or assigns (hereinafter referred to as, the "Released Parties"). I waive all claims against any and all of the Released Parties for any and all injuries, damages, losses or claims, whether known and unknown, which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the fault of any of the Released Parties. To

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the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Released Parties. I release and forever discharge the Released Parties from all such claims.

6. **Indemnification.** I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the fault of any of the Released Parties. I (or anyone claiming by, under or through me, including but not limited to my heirs, assignees, guardians, next of kin, spouse, and legal representatives) will not make any claim against, sue, or attach the property of any Releasee in connection with any matter covered by this release.
7. **Application to Negligence.** I understand and agree that to the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Released Parties.
8. **Understanding and Agreement.** I acknowledge that I have carefully read this "Waiver, Release and Hold Harmless Agreement" and fully understand that it is a release of liability. I expressly agree to release and discharge the Released Parties from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I may otherwise have to bring a legal action against the Released Parties for wrongful death, personal injury, property damage, and other causes of action known or unknown. I understand that I am giving up and waiving rights that I may otherwise have to bring a legal action against the Released Parties, and I do so voluntarily.
9. **Full Force & Effect.** If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed herefrom.
10. **No Oral Modification.** By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.
11. **I hereby acknowledge that I fully understand this "Waiver, Release and Hold Harmless Agreement" and I execute it voluntarily.**

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GUEST SIGNATURE

\_\_\_\_\_

DATE

\_\_\_\_\_

PARENT OR GUARDIAN SIGNATURE

\_\_\_\_\_

MEMBER SIGNATURE

\_\_\_\_\_

MEMBER NUMBER