

WAIVER OF LIABILITY, RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (1.6.23)

I wish to engage in firearms shooting with Powder Creek Cowboys ("PCC"). I understand that engaging in these activities may be hazardous, with accompanying risks of personal injury, death, and/or loss or damage to me and/or my property. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned, on my own behalf and that of my heirs, successors, representatives, administrators and assigns, hereby:

1. Waive and completely release any and all past, present or future claims, causes of action, suits, rights, damages, costs, expenses, obligations or demands of any kind whatsoever, I, or anyone on my behalf might have against PCC, its parent, affiliates, subsidiaries or successor and their respective officers, directors, members, servants, employees, agents, representatives and contractors, for any loss, damage, personal injury, death and/or loss or damage to me and/or my property resulting from my participation, spectating, observing, instruction, and consuming food and beverages during such shooting activities whether caused by the passive or active negligence of PCC or otherwise;

2. Agree to indemnify, defend and hold harmless, PCC, its parent, affiliates, subsidiaries or successor and their respective officers, directors, members, servants, employees, agents, representatives and contractors, from any and all claims by any person, firm, corporation or others, for any damages, loss or claims, of any nature, arising in any way out of my participation in such shooting activities and agrees to compensate or reimburse PCC, its parent, affiliates, subsidiaries or successor and their respective officers, directors, members, servants, employees, agents, representatives and contractors, for any cost, expense, or damages including attorney fees, filing fees and interest resulting from any claim brought against PCC for property damage, personal injury or death which arises as a result of the passive or active negligence or other act of the Undersigned while participating in and/or observing the shooting events and related activities conducted by PCC; and

3. Assume all risks associated with such activities and all responsibility for medical expenses, costs and/or other obligations and other losses or injuries to me or in which I may become involved, by reason of my participation in such shooting activities at the aforementioned facility or event.

4. I further acknowledge that I am familiar with the basic rules of firearm safety and that those basic rules have been explained to me. I agree to follow all of the basic rules of firearm safety during my use and handling of all firearms and agree to follow all of these instructions: (a) The PCC range is a "cold" range and no firearms may be loaded at any time except on the firing line and at the instruction of range officials; (b) I will treat every firearm as if it is loaded; (c) I will not place my finger on the trigger or in the trigger guard unless and until I am ready to fire or under the direction of a range officer; (d) I will always wear appropriate eye and ear protection; (e) I will never pass the firearm to anyone without opening and keeping open the cylinder or the action to verify that it is unloaded; (f) I will always follow the commands of the range officer. I understand these basic rules of firearms safety and I agree to follow them at all times.

5. Powder Creek Cowboys has an internet and social media presence. Images, including photographs, video and voice recordings are frequently used within these digital platforms as well as on printed materials promoting the club.

By signing this release, I hereby acknowledge Powder Creek Cowboys may use my image and likeness in still or motion images for promotional or educational purposes. I authorize Powder Creek Cowboys to use my image or likeness, including photographs, video, and voice recordings for the clubs promotional or educational purposes and I understand and expect I will receive no compensation or royalties for the use of my image or likeness. I release Powder Creek Cowboys from any claims that may arise from the use of my image, video, or voice recording, including but not limited to, invasion of privacy, defamation, or copyright.

6. I have read and agree to abide by the Member and Guest Code of Conduct and Rules of our club stated on our website.

7. I am over the age of eighteen (18) years of age. If I am signing on behalf of a person under the age of eighteen (18) years, then I covenant that I have the legal authority to act on behalf of such person and I bind him or her to the terms of this agreement.

Shooter's Name _____ Alias _____ SASS# _____

Address _____ city/state/zip _____

Email Address _____ Phone Number _____

Name of guardian if signed on behalf of minor _____ Relationship to Shooter _____

Signed under the pains and penalties of perjury on this _____ day of _____, 20 _____

Signature _____