

THE OKEECHOBEE MARSHALS
RELEASE OF LIABILITY, WAIVER, AND ASSUMPTION OF RISK AGREEMENT

Assumption of Risk. In consideration of being allowed to participate as a guest at the **OK Corral Gun Club** range, separately and/or in conjunction with any event(s) administered by **The Okeechobee Marshals** shooting club, I understand, accept and agree that the risks involved at a gun range are significant and may include personal injury, risk of death and damage of personal property. I choose to participate and allow those in my charge to participate under my direct supervision, despite knowing the inherent risks involved, and I personally hereby assume all inherent risks to my person or property, and that of those in my charge.

Waiver and Release. In consideration of the OK Corral Gun Club and The Okeechobee Marshals, Inc.'s agreement to allow me to use the range, I, for myself and on behalf of my heirs, charges, assigns, personal representatives and next of kin voluntarily agree to HEREBY RELEASE, WAIVE, DEFEND, INDEMNIFY, HOLD HARMLESS AND FOREVER DISCHARGE, the OK Corral Gun Club and The Okeechobee Marshals, and its employees, officers, agents, members, contractors, other participants, and any other persons or entities ("Releasees"), from any and all claims, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, loss of services, or loss or damage to person or property, or otherwise, associated with my presence or participation, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

▪ **I understand that it is my obligation to read and abide by the range rules and the general rules of the OK Corral Gun Club and The Okeechobee Marshals, and that I will be held responsible for understanding and abiding by such rules.**

▪ **By signing this release, I am also certifying that I am not prohibited by Federal, State or local laws from possessing firearms, and that I am not under the influence of drugs or alcohol**

I have carefully read this release of liability and assumption of risk agreement. I fully understand its terms, and understand that I have given up substantial rights by signing it. I therefore sign it freely and voluntarily without any inducement or prejudice.

This release is valid from the date of execution below through August 1st, 2012.

Participant Information:

Name: _____ Age: _____ (parent or guardian must sign for minor)

Address: _____

City/State/Zip: _____ Phone#: _____

SASS Alias: _____ SASS #: _____

Signature: _____ Date: _____



WAIVER OF LIABILITY; INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT BY SIGNING THIS AGREEMENT YOU GIVE UP YOUR RIGHT TO BRING A COURT ACTION TO RECOVERY COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR INJURIES TO YOURSELF, OR YOUR PROPERTY ARISING OUT OF YOUR USE OF J.L. PARTNERS, LLC. d/b/a OK CORRAL GUN CLUB, NOW OR ANY TIME IN THE FUTURE

NAME: _____ Email: _____
Interests (check all that apply): _____ Sporting Clays _____ Rifle Range _____ Pistol Range
_____ Shooting Classes _____ SASS Cowboy Action _____ 3D Archery
Other: _____ Phone #: _____
Address: _____

I, the undersigned user, hereby acknowledge and agree that target shooting, the use of firearms and the use of the OK Corral Gun Club (OKCGC) may be dangerous and may involve the risk of serious bodily injury. I have full knowledge of the nature and extent of all of the risks associated with the use of the OKGC facilities, including, but not limited to: (1) all manner of injury, including, but not limited to death and/or paralysis, arising from target shooting, the use of firearms or their discharge; (2) injuries resulting from intentional or inadvertent discharge of firearms by myself or others using the OKGC facilities, including loss of hearing, burns, blindness, or other injury; (3) injuries resulting from explosions, contact with projectiles and hardware; and (4) failure or misuse of any equipment, whether owned and maintained by OKGC or otherwise. I have been encouraged to use vision and hearing protection at all times when present on the facilities of OKGC. If I choose not to use such protection, I agree to assume the additional risks associated with lack of their use. I acknowledge that the above list is not inclusive of all the possible risks associated with my use of OKGC and that the above list in no way limits the extent of this Waiver of Liability/Indemnification Agreement and Covenant Not to Sue.

In consideration of my use of OKGC, I agree to release and, on behalf of myself, my heirs, representatives, executors, administrators and assigns (the "Releasers"), **HEREBY DO RELEASE** OKGC, its owners, shareholders, officers, directors, employees and agents (the "OKGC Releasees") from any cause of action, claim, or demand of any nature whatsoever (except for their gross negligence or willful misconduct) which the Releasers may now have or have in the future against the OKGC Releasees on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my use of OKGC, whether that use is supervised or unsupervised, and however the injury or damage is caused, including but not limited to the negligence of the OKGC Releasees. I further covenant that I shall bring no civil action against the OKGC Releasees based upon any of the foregoing. I understand that I will be solely responsible for any loss or damage including, but not limited to, death or paralysis, that I may sustain while using OKGC and that by signing this Agreement, I am relieving the OKGC Releasees of any and all liability for such loss, damage or death (other than as a result of their gross negligence or intentional misconduct).

I do hereby further agree to **INDEMNIFY AND HOLD HARMLESS** the OKGC Releasees from any and all causes of action, claims, demands, losses or costs of any nature whatsoever (except for those resulting from the gross negligence or willful misconduct of the OKGC Releasees) arising out of or in any way relating to my use of OKGC (excluding any violation of environmental laws). I further certify that I am in good health and that I have no physical limitations that would preclude my safe use of OKGC.

I acknowledge that the foregoing agreement is intended to be as broad and inclusive as permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. I understand that the terms of this agreement are legally binding and that I am signing this agreement, after having carefully read it, of my own free will.

Signature: _____ Date: _____

If user is under 18 years old Parent/Guardian Consent: I, as parent or guardian of the above minor under 18 years of age, hereby consents, on behalf of the said minor to the terms and conditions set forth in the Waiver of Liability; Indemnification Agreement and Covenant Not to Sue.

Parent/Guardian Date: _____