READ BEFORE SIGNING

SARASPA ROD AND GUN CLUB GUEST_____

(PRINT NAME {one waiver per person})

RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF RISK AGREEMENT

READ BEFORE SIGNING

Whereas, in consideration of being permitted any use of the premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Undersigned agrees to the following:

Undersigned agrees to indemnify, hold harmless and defend SaraSpa Rod and Gun Club Inc. (hereinafter referred to as (SaraSpa Rod and Gun Club)), from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, relating to or connected with: Undersigned's presence in/at and/or participation in any course of instruction, course of fire and discharge of firearms by Undersigned, Undersigned's presence on or use of range buildings, land and premises ("Premises"); and, any and all acts or omissions of Undersigned.

Undersigned furthermore waives for their and for their executors, personal representatives, administrators, assignees, heirs and next of kin, any and all rights and claims for damages, losses, demands and any other actions or claims whatsoever, which they may have or which may arise against SaraSpa Rod and Gun Club (including but not limited to the death of Undersigned and/or any and all injuries, damages or illnesses suffered by Undersigned or Undersigned's property) which may, in any way whatsoever, arise out of being related to or be connected with: the course of instruction; course of fire and/or discharge of firearms, the premises, including any latent defect in the Premises: Undersigned's presence on or use of said Premises; Undersigned's property (whether or not entrusted to SaraSpa Rod and Gun Club); and, the discharge of firearms, SaraSpa Rod and Gun Club shall not be liable for, and Undersigned, on behalf the Undersigned and on behalf of their executors, personal representatives, administrators, assignees, heirs and/or next of kin hereby expressly release SaraSpa Rod and Gun Club from any and all such claims and liabilities.

Undersigned hereby expressly assumes the risk of taking part in the course of instruction; participation in the discharge of firearms, and taking part in the activities on the Premises, which include, but are not limited to, instruction in the use of firearms, the discharge of firearms and the firing of live ammunition.

Undersigned hereby acknowledges and agrees that the Undersigned has read this instrument and understands its terms and is executing this instrument voluntarily. Undersigned furthermore hereby acknowledges and agrees that they have read, understand and will at all times abide by all range rules and procedures and any other rules and procedures stated by the SaraSpa Rod and Gun Club, and furthermore abide by all State and Local Laws.

Undersigned expressly agrees that this instrument is intended to be as broad and inclusive as permitted by law and that if any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. No remedy conferred by any of the specific provisions of this instrument is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law in equity or by statue or otherwise. The decision of any one or more remedy hereunder by SaraSpa Rod and Gun Club shall not constitute any waiver of SaraSpa Rod and Gun Club's right to pursue other available remedies. This instrument binds Undersigned and their executors, personal representatives, administrators, assignees, heirs, and next of kin.

Guest of Member: _____ Member ID# _____

(Print Name)

UNDERSIGNED:

Do you have the legal right to be in possession of a firearm in New York State: Yes No Circle one

Has your privilege to hold a Firearm, Hunting, Fishing, or Trapping license ever been revoked or suspended in any state? Yes No Circle one

Date: _____ _____

Guest Signature

In the event the above mentioned is a minor {under 18}: _____

Signature Parent / Guardian

Approved: _____ _____

SaraSpa Board Member Print Parent / Guardian Name