

ACKNOWLEDGEMENT OF RISK, RELEASE AND INDEMNITY AGREEMENT

NCWRC-MANAGED SHOOTING RANGES

("AGREEMENT")

I ACKNOWLEDGE AND UNDERSTAND THAT SHOOTING ACTIVITIES CONDUCTED ON RANGES MANAGED BY THE NORTH CAROLINA WILDLIFE RESOURCES COMMISSION (HEREINAFTER REFERRED TO AS "NCWRC") ARE INHERENTLY HAZARDOUS and MAY BE DANGEROUS and involve both known and unanticipated risks, which could result in damage or destruction of property and physical or emotional injury to myself or others. The risks include, but are not limited to: being shot, partial or total loss of eyesight or hearing, inhalation or other harmful contact with lead or other contaminants, physical injury, paralysis or even, death. I understand that such risks cannot be eliminated for anyone engaging in shooting activities.

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the nature of and condition of the range facilities and premises is such that both known and unanticipated hazards exist, which may create or contribute to both known and unanticipated risks inherent in entering on to NCWRC ranges, using range facilities or even observing any activities of any kind whatsoever while at the shooting range. The hazards include but are not limited to: exposure to lead particles and lead dust, loud noises, slippery, loose, or falling soil and rocks; unimproved, unmaintained, or uneven terrain, walkways, steps and roads. I understand that such hazards and risks cannot be eliminated.

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT NCWRC has no duty to undertake first-aid or rescue operations or procedures in the event of property damage or if physical or emotional injury occurs, and that any such operations or procedures may result in compounded or increased damages or injuries.

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT NCWRC makes no warranty as to the design, manufacture, maintenance, condition or fitness for any particular purpose of any range facilities or equipment, including but not limited to: eye or hearing protection and first-aid supplies.

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT THE RANGE makes no warranty as to the design, manufacture, maintenance, condition or fitness of any firearm used by any person at the range at any time.

As lawful consideration for being permitted by NCWRC to enter NCWRC-managed shooting ranges, to use range facilities, or equipment and to engage in or observe shooting or any other activities at the range, I agree as follows:

I expressly AGREE to accept and assume any and all risks existing on the range and in entering on the range and in using range facilities or equipment and in engaging in or observing shooting and other activities at the range.

I AGREE that I, my next of kin, heirs, guardians, representatives and assigns HEREBY RELEASE FROM LIABILITY AND FOREVER DISCHARGE AND AGREE NOT TO SUE NCWRC, its officers, directors, attorneys, agents, employees, contractors, volunteers, and affiliated individuals or organizations of the shooting range from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever for any property damage, personal injury, or death that I, my next of kin, heirs, guardians, representatives or assigns, or anyone else may have for property damage, personal injury, or death, whether suffered by me, or by anyone else resulting from my entering on the shooting range, using range facilities or equipment, or engaging in or observing shooting and other activities at the range.

I AGREE that I, my next of kin, heirs, guardians, representatives and assigns HEREBY RELEASE FROM LIABILITY AND FOREVER DISCHARGE AND AGREE NOT TO SUE NCWRC its officers, directors, attorneys, agents, employees, contractors, volunteers, and affiliated individuals even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability result partially or wholly from any act or acts, even any negligent act or omission to act, including negligent or omitted first aid or rescue operations or procedures, by NCWRC.

I AGREE that I, my next of kin, heirs, guardians, representatives and assigns HEREBY INDEMNIFY AND HOLD HARMLESS NCWRC its officers, directors, attorneys, agents, employees, contractors, volunteers, and affiliated individuals, from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, including reasonable attorneys' fees and costs, that I, my next of kin, heirs, guardians, representatives or assigns, or anyone else may have for property damage, personal injury, or death, whether suffered by me, or by anyone else resulting from my entering on the shooting range, using range facilities or equipment, or engaging in or observing shooting and other activities at the range, even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability resulting partially or wholly from any act or acts even any negligent act or omission to act, including negligent or omitted first-aid rescue operations or procedures by NCWRC.

I ACKNOWLEDGE AND AGREE that this Agreement shall be interpreted and enforced under the laws of the State of North Carolina, and that the venue of any action or proceeding shall be Wake County, North Carolina without regard for the conflict of law rules of the State of North Carolina.

I ACKNOWLEDGE AND AGREE that this Agreement is intended to be as broad and inclusive as permitted by law, and that if any provision is held to be invalid or void or otherwise unenforceable, I agree and intend that the remaining provisions or portion shall continue and remain in full legal force and effect.

I FURTHER ACKNOWLEDGE AND AGREE that it is my understanding and intent that this Agreement, and any signed written amendments or modifications to it, shall remain in full force and effect from the date of execution and ever after shall be applicable to each and every

occasion that I enter on a NCWRC Range, use NCWRC Range facilities or equipment or engage in or observe shooting and other activities at a NCWRC Range.

I REPRESENT AND WARRANTY that I have read and understand the range rules and that I have viewed and understood the safety training video If applicable. I AGREE to abide by all written, video or verbal range rules while entering upon or using the shooting range for any purpose.

I FURTHER REPRESENT AND WARRANTY that I may lawfully possess firearms and ammunition and that I have no medical, physical or mental conditions that could compromise my safety and the safety of others while entering upon or using the range for any purpose.

I have carefully read this “Acknowledgment of Risk, Release, and Indemnity Agreement” and fully know its contents. I acknowledge that no other inducement, assurance or guarantee has been made to me in consideration of my signing this Agreement, which I sign voluntarily and of my own free will. I further acknowledge and agree that this Agreement may be amended or modified only by a writing signed by me and a Range officer.

I UNDERSTAND THAT BY MY SIGNATURE I AM GIVING UP SUBSTANTIAL RIGHTS, THAT I AM AGREEING NOT TO SUE NORTH CAROLINA WILDLIFE RESOURCES COMMISSION AND ALL OF ITS AFFILIATES AND RELEASING AND HOLDING THEM HARMLESS OF ALL LIABILITY.

I FURTHER AGREE THAT ALL INFORMATION PROVIDED BY ME ON THIS FORM IS TRUE AND ACCURATE.

Name _____

Signature _____ Date _____

If accompanying a minor under 18:

Name of minor under 18 _____

Name of parent or guardian _____

Signature of parent or guardian _____ Date _____