

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

In return for use of premises and/or participation in any activity at the premises, and/or for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned agrees to the following:

To indemnify, hold harmless and defend Shooter's Depot Range, and any of its employees, directors, officers, agents, or volunteers (and their heirs, executors, trustees, or beneficiaries) from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with the discharge of firearms; the Undersigned's participation in discharging firearms; observing the discharging of firearms, participation in or observation of any activity, the use of the range, buildings, land and any use and presence on the premises (the "Premises"); and any and all acts or omissions of the Undersigned or of any third party (including, without limit, licensees, trespassers or business invitees). Should any such claim, demand or lawsuit arise or be asserted in any way related thereto, whether arising under the laws of the United States, Tennessee or of any other State, or under any theory of law or equity, the Undersigned will indemnify, hold harmless and defend Shooter's Depot Range, from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against Shooter's Depot Range, whether individually, jointly, or in concert with the Undersigned, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including attorney's fees.

The Undersigned waives any and all rights and claims for damages, losses, demands and any other actions, which exist or which may arise against Shooter's Depot Range, (including, but not limited to any and all injuries, damages or illnesses suffered by the Undersigned or the Undersigned's property), which may, in any way whatsoever, arise out of, be related to or be connected with: discharging firearms on the Premises, the Undersigned's presence on or use of Premises for any purpose or activity, whether sponsored by, authorized, assisted, regulated, or not, by the Shooter's Depot Range; the Undersigned's own property (whether or not entrusted to Shooter's Depot Range), including any patent or latent defect in the premises. Shooter's Depot Range shall not be liable for, and the Undersigned hereby expressly releases Shooter's Depot Range from, any and all such claims. This waiver is both personal and on behalf of any minor accompanying or associated with the undersigned, even if said minor is not expressly identified below.

The Undersigned hereby expressly assumes the risk of entering the Premises and taking part in activities on the Premises which include, but are not limited to the discharge of firearms and the firing of live ammunition; observing individuals discharging firearms; and/or the use of the premises for any purpose, including recreation or business. I acknowledge that my use of the premises, participation in individual and group activities, including the use of firearms involves initiative, problem solving, and entails known and unanticipated risks that could result in physical or emotional injury or death. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: the hazards of slips and falls; being struck by objects dislodged or dropped from above or flying through the air, the hazards from using firearms or the use of firearms by others, the risk of explosion, or even the exertion of the physical participation in the activity as well as my own known or unknown physical condition.

The Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all Shooter's Depot Range rules, any separate rules or procedures required by any activity, the procedures, safety rules, and any and all Range Officer instructions, whether communicated in writing, posted on the premises and/or communicated verbally. This instrument binds the Undersigned and his/her executors, administrators, assignees or heirs and any minor for whom it is signed.

If a minor, under the age of 18 years, I understand a parent or legal guardian's signature agreeing to this waiver is required. I have also read and understand the Shooter's Depot Range Rules on the reverse side.

UNDERSIGNED:

Date

Signature

Print Name

Parent or Legal Guardian Signature

Print Name

Print Minors Name