

Fin and Feather Club of Mason County
Release From Liability and Indemnity Agreement

I, being of lawful age, in consideration of being permitted to enter into or use the facilities of the Fin and Feather Club of Mason County, do for myself, my spouse, family, guests, legal representatives, heirs and assigns, hereby release waive, and forever discharge the Fin and Feather Club of Mason County., its agencies or departments, its officers, members in their official and personal capacities, their heirs, administrators and executors and executor, from all liability of any nature whatsoever, for any and all loss or damage, and from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or equity, arising from or by reason of death, or any bodily injury or personal injuries known or unknown, or property damage resulting or to result from any incident which may occur directly or indirectly as a result of my use of the facilities or any activities held thereon, whether caused in whole or in part by negligence of club or otherwise.

I further specifically release the releasee, and its officers, members, and Board of Directors, officers, agents, and employees in their official and personal capacities, from any claim whatsoever on account of first aid, or other medical treatment rendered to me as a result of my attendance at Fin and Feather Club of Mason County range activities.

I agree to indemnify the releasee for any and all expenses and liability incurred as a result of my use of the Fin and Feather Club of Mason County range facility including but not limited to actual attorney fees, other litigation costs and any judgments.

I agree to take full responsibility for my guests and to indemnify the releasee for any and all expenses and liability incurred as a result of my guests use of the Fin and Feather Club of Mason County range facility including but not limited to actual attorney fees, other litigation costs and any judgments.

I agree that this release constitutes the entire agreement between myself and the releasee and its Board of Directors, officers, agents and employees and the terms of this release are contractual and not a mere recital.

I agree that this release agreement is intended to be as broad and inclusive as permitted by law and that if any portion of it is held invalid, the balance of it will, notwithstanding, continue in full legal force.

I am aware that there are certain dangers and risks inherent in participating in the shooting sports, and I do hereby agree to assume such risks, as provided in Michigan Compiled Law 691.1544:

"Each person who participates in sport shooting at a sport shooting range that conforms to generally accepted operation practices, accepts the risks associated with the sport to the extent that the risks are obvious and inherent. Those risks include, but are not limited to,

injuries that may result from noise, discharge of a projectile or shot, malfunction of sport shooting equipment not owned by the shooting range, natural variations in terrain, surface or subsurface snow or ice conditions, bare spots, rocks, trees, and other forms of natural growth or debris."

This release is given to induce the releasee to accept my application to participate, and to allow me to participate, in the Fin and Feather Club of Mason County range activities and for general use of the range as permitted by the Fin and Feather Club of Mason County Board of Directors.

I have carefully read this release and understand all of its terms. I execute it voluntarily, and with full knowledge of its significance. I understand that this properly executed release must be in possession of the Fin and Feather Club of Mason County before I will be given permission to use their range.

Print name: _____ Date: _____

Signature: _____ Phone: (____) ____ - _____

Address: _____

City: _____ State: _____ Zip: _____