

FIRING RANGE WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK IN CONSIDERATION OF BEING ALLOWED TO USE THE FIRING RANGE LOCATED ON THE REAL ESTATE OWNED BY DAVID L. SMITH AND OPERATED BY DAVE'S GUN SHOP, INC., YOU ARE ASKED TO WAIVE YOUR RIGHTS RELATED TO ORDINARY NEGLIGENCE ISSUES.

AS A MEMBER OF DAVE'S GUN SHOP FIRING RANGE, I HEREBY: [Initial before each number]

_____ 1. Fully understand and appreciate the dangers, hazards, and risks inherent in a firing range, including the inherent risks associated with the use and misuse of firearms.

_____ 2. Acknowledge and understand that I will be voluntarily engaging in activities that involve the discharging of firearms which may result in the risk of serious injury, scarring, loss of an important bodily function, permanent disability, or death, and may cause severe social or economic losses due to not only my own actions, inaction or negligence, but also to the action, inaction or negligence of others or conditions of the premises or of any equipment used. Further, I acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time.

_____ 3. Assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability, or death.

_____ 4. Release from, waive and discharge all actions, claims, or demands that I, my assignees, heirs, guardians, and legal representatives now have or hereafter have for damage or losses on account of injury, including permanent disability and death or damage to property, caused or alleged to be caused in whole or in part by the negligence or other acts of David L. Smith or Dave's Gun Shop Inc., and its shareholders, directors, officers, employees or agents, as a result of my participation in any gun-related activities. I hereby agree and covenant to save and hold harmless, indemnify, and defend any claim against David L. Smith or Dave's Gun Shop, Inc., and its shareholders, directors, officers, employees or agents, as a result of my participation in any gun-related activities. I hereby agree and covenant to save and hold harmless, indemnify, and defend any claim against David L. Smith or Dave's Gun Shop, Inc., and its shareholders, directors, officers, employees or agents, arising out of my use of the firing range.

_____ 5. Agree to comply with all Indiana State laws regarding the use and possession of firearms. My compliance includes but is not limited to: IC 35-47-2-1 which prohibits the carrying of handguns without a license; IC 35-47-5-9 which prohibits the operation of a loaded machine gun; IC 35-47-1-10 which prohibits the possession of a "Sawed-off shotgun" which is: (1) a shotgun having one (1) or more barrels less than eighteen (18) inches in length; and (2) any weapon made from a shotgun (whether by alteration, modification, or otherwise) if the weapon as modified has an overall length of less than twenty-six (26) inches; IC 35-47-2-18 Prohibits the obliteration of identification marks on handgun or possession of such handguns.

_____ 6. [Parents of minors only] Agree (if a Parent(s) or legal guardian(s) of minor participants (ages 12-17)) to instruct the minor participant to the above warnings and conditions and their ramifications, and consent to the minor's participation. Parent(s) also acknowledge the exemption of IC 35-47-10-1 safety course or an adult who is supervising the child during the course. (2) A child engaging in practice in using a firearm for target shooting at an established range or in an area where the discharge of a firearm is not prohibited or supervised by: (A) a qualified firearms instructor; or (B) an adult who is supervising the child while the child is at the range.

I HAVE CAREFULLY READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND I DO SIGN IT VOLUNTARILY. I AGREE TO PARTICIPATE KNOWING THE RISKS AND CONDITIONS INVOLVED AND DO SO ENTIRELY OF MY OWN FREE WILL. I ACKNOWLEDGE RECEIVING A COPY OF THE RULES AND REGULATIONS OF THE FIRING RANGE AND AGREE TO ABIDE BY THEM.

Participant (Printed Name)

Parent/Guardian (Printed Name)

Signature

Signature

Date

Date

Physical Address (Number and Street)

Physical Address (City, State, and Zip Code)

Phone Number