

Los Altos Rod and Gun Club

14750 Skyline Blvd. Los Gatos, CA 95033



RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in the GUN RANGE: I hereby release, waive, discharge and covenant not to sue Los Altos Rod and Gun, Inc. (LARGC) its members, officers, servants, agents and employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or anyone under my supervision or control, or to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in the GUN RANGE or upon the premises.
2. I am fully aware of the risks and hazards connected with being on the premises and participating in the GUN RANGE, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in the GUN RANGE, and I hereby elect to voluntarily participate in the GUN RANGE, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant in the GUN RANGE, whether caused by the negligence of releasees or otherwise.
3. I further agree to defend, indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damages, judgments or costs, including attorney fees and costs of defense, that may be incurred by it due to my negligence or my participation in the GUN RANGE, whether caused by my own acts or failures to act or the acts or failures to act of any persons under my supervision or control.
4. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, beneficiaries, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees. In the event any provision hereof shall be determined to be void or voidable, it shall be deemed to be severed herefrom and will not affect the applicability of any other provision hereof.

In signing this release, I acknowledge and represent that:

- A. I hereby waive the benefits of the provisions of California Civil Code Section 1542, which provide that a general release does not extend to unknown or unsuspected claims and I acknowledge that this Release does extend thereto;
- B. I have read the foregoing release, all range rules and regulations, understand them, and sign this voluntarily as my own free act and deed;
- C. No oral representation, statement or inducements, apart from the foregoing written agreement, have been made to me;
- D. I am at least eighteen (18) years of age and fully competent;
- E. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

In witness whereof, I have hereunto set my hand and seal this ____ day of _____, 20__.

Participant Name: _____

Address: _____

Participant Signature: _____

LARGC Staff Name: _____

Signature: _____