



GENERAL RELEASE & LIABILITY WAIVER

Shooting, Firearms Training and Related Activities

I, _____, hereby acknowledge that I have voluntarily applied to participate in and/or observe shooting, firearms training and other activities hosted, supervised, monitored or otherwise provided in whole or in part by SEAN P. BYRNE and/or BASS PRO SHOPS, MASSAPOAG SPORTSMEN'S CLUB AND ASSISTANT INSTRUCTORS AS LAWFUL CONSIDERATION of being permitted to participate in or observe activities, I, the undersigned, on behalf of myself* my heirs, distributees, legal representatives, next of kin and assigns agree to the provisions set forth below:

1. I hereby release, waive, discharge and covenant not sue, make a claim against the person or persons or property of or otherwise prosecute Sean P. Byrne, Assistant Instructors, Bass Pro Shops or Massapoag Sportsmen's Club or any of their affiliate organizations, officers, directors, members, agents and/or employees, (for all purposes collectively referred to herein as RELEASEES, for liability on account of damage to the property of or injury to the person or death of the undersigned, whether caused from the passive or active negligence of RELEASEES or otherwise while the undersigned is participating in or observing the sporting or related activities being presented by RELEASEES.
2. I hereby agree to indemnify and save and hold harmless the RELEASEES and each of them from any loss, liability, damage: or cost that RELEASEES may incur due to the presence of or any act of the Undersigned while the Undersigned participates in or observes shooting for training events or related activities being presented by RELEASEES, whether caused by the passive or active negligence of RELEASEES or otherwise.
3. The Undersigned expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad as is permitted by the laws of the State in which the course or activity is held. The Undersigned further agrees that if any provisions of this agreement be held to be invalid, nevertheless, the balance of the agreement shall continue in full force and effect.
4. The Undersigned warrants that the following statements are true and correct and understands that RELEASEES have relied on them in entering into the foregoing Release, Waiver and Indemnity Agreement and is giving the Undersigned permission to participate in and/or observing the shooting, sporting and other activities being conducted by or upon the property of RELEASEES.
 - (A) No oral presentation: statements or inducements apart from the foregoing written agreement have been made including, but not limited to, the risks and hazards related to the shooting and training events or related activities.
 - (B) The Undersigned is fully aware of the risks and hazards inherent in entering upon the premises where RELEASEES events are being conducted and participating in and/or observing any events held upon said premises knowing the present condition thereof.
 - (C) The Undersigned acknowledges that the risk and hazards being assumed by the Undersigned may increase during the time the Undersigned is participating in or observing the activities being conducted by RELEASEES.
 - (D) THE UNDERSIGNED IS AWARE THAT THE PARTICIPATION IN OR THE OBSERVATION OF THE SPORT OF SHOOTING FIREARMS AND RELATED ACTIVITIES IS A HAZARDOUS ACTIVITY. THE UNDERSIGNED DOES VOLUNTARILY PARTICIPATE IN OR OBSERVE THESE ACTIVITIES WITH THE KNOWLEDGE AND APPRECIATION OF THE DANGERS OF POTENTIAL BODILY HARM OR DEATH. THE UNDERSIGNED HEREBY AGREES TO ASSUME ALL RISKS FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH.
 - (E) The Undersigned gives consent to whatever medical care might be provided or available on the premises and further agrees to conform and comply with all the rules and REGULATIONS of RELEASEES.
 - (F) THE UNDERSIGNED AGREES TO COMPENSATE OR REIMBURSE RELEASEES FOR ANY COSTS, EXPENSES OR DAMAGES, INCLUDING ATTORNEY FEES, RESULTING FROM ANY CLAIM BROUGHT AGAINST RELEASEES FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, WHICH ARISE BECAUSE OF THE PASSIVE OR ACTIVE NEGLIGENCE OR OTHER ACT OF THE UNDERSIGNED WHILE PARTICIPATING IN OR OBSERVING THE SHOOTING AND TRAINING EVENTS OR RELATED ACTIVITIES CONDUCTED BY RELEASEES.
 - (G) THE UNDERSIGNED AGREES THAT ANY UNSAFE ACT OR BEHAVIOR, INCLUDING, BUT NOT LIMITED TO, THE USE OF ALCOHOL AND/OR CONTROLLED SUBSTANCES WHILE INVOLVING THE HANDLING OR USE OF ANY FIREARM OR WHILE ARMED, WILL BE CAUSE FOR IMMEDIATE EXPULSION FROM THE COURSE AND NOTIFICATION TO THE

ISSUING AUTHORITY FOR LICENSE TO CARRY A FIREARM OR F.I.D. CARD IN THE TOWN FOR WHICH THE UNDERSIGNED RESIDE.

(H) THE UNDERSIGNED ALSO AGKNOWLEGES THIS COURSE DOES NOT GUARANTEE A LICENCE TO CARRY A FIREARM OR AN F.I.D. CARD IT ONLY SATISFYS THE STATE OF MASSACHUSETTS REQUIREMENT FOR A BASIC SAFETY COURSE.

(I) THE UNDERSIGNED HAS CAREFULLY READ AND FULLY UNDERSTANDS THE COVENANT NOT TO SUE CONTAINED HEREIN, AND VOLUNTARILY SIGNS THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT.

I am over the age of eighteen (18) years, or I am signing this agreement on behalf of a person under the age of eighteen (18) years and I covenant that I have all legal authority to act on behalf of such minor person, and I bind myself and said minor to the terms of this agreement.

Date: _____ **Name of Minor:** _____ **Date of Birth:** _____

Print Name: _____ **Signature:** _____

Address: _____ **Telephone:** _____

Emergency Contact: _____ **Telephone:** _____