



WAIVER AND RELEASE AGREEMENT

Please read carefully before signing.

This is a release of liability and waiver of certain legal rights.

In consideration of my being permitted to participate in the activities of FLYING RABBIT SPORTING CLAYS, I agree to the following Waiver and Release:

I acknowledge that hunting and/or target shooting and driving all-terrain vehicles have inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS AND DANGERS INCLUDE WITHOUT LIMITATION:

- 1) The risk of handling firearms and being near others that have firearms in their possession;
- 2) The risk of ear damage from noise;
- 3) The risk of injury from ammunition, clay targets and shot from other guns;
- 4) Walking in rugged country, including encounters with wildlife, animals and insects;
- 5) The risk of operating or riding in an all-terrain vehicle; and
- 6) Inclement weather conditions.

I understand the risks, hazards and dangers of the use of firearms and have had the opportunity to discuss them with FLYING RABBIT SPORTING CLAYS. I understand that these activities may require good physical conditioning and the degree of skill and knowledge. I am 18 years of age or older and believe I have that good physical conditioning and degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF FLYING RABBIT SPORTING CLAYS WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMINIFY AND HOLD HARMLESS FLYING RABBIT SPORTING CLAYS and its landlord, their directors, officers, agents, members, owners, managers, employees and volunteers from any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity, including, but not limited to, negligence of any kind of nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services or equipment, whether such damage, loss, injury paralysis or death results from negligence of FLYING RABBIT SPORTING CLAYS or from some other cause. I, for myself, my heirs, successors, executors, and subrogates, further agree not to sue FLYING RABBIT SPORTING CLAYS as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of FLYING RABBIT SPORTING CLAYS.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Signature

Print Name

FLYING RABBIT SPORTING CLAYS

Date



FLYING RABBIT SPORTING CLAYS RANGE RULES

FIREARM SAFETY IS THE SOLE RESPONSIBILITY OF THE PERSON IN POSSESSION OF THE FIREARM

1. Firearms should be pointed safely at the ground or in the air away from you and other persons.
2. Actions **MUST BE OPEN** and the firearm **UNLOADED** until you are in the shooting station and ready to take your turn. Only load your shotgun when you are in the shooting station and prepared to call for the target.
3. Always wear appropriate eye and ear protection.
4. **Maximum shot size is 7 ½ (3) dram equivalent powder load and 1 1/8 oz of shot load.**
5. **No more than two (2) shot shells may be loaded at any shooting station at any time.**
6. In the event of a shotgun malfunction, jam or other condition where live rounds remain in the gun after attempting to shoot, the shooter **MUST** keep the muzzle pointed down range and call for assistance. All shooting ceases on the particular shooting station until the condition has been corrected. In the event of a misfire, **DO NOT OPEN** the shotgun for at least 30 seconds.
7. All shooters must be 18 years of age or be accompanied by a parent or court ordered legal guardian while on the premises of FLYING RABBIT SPORTING CLAYS.
8. FLYING RABBIT SPORTING CLAYS is a shotgun only range.
9. Ammunition and/or firearms may be inspected by FLYING RABBIT SPORTING CLAYS management and rejected if it does not conform to established range or shooting activity rules or if its use is determined to constitute a safety hazard.
10. Retrieving shot shell cases or “hulls” is allowed only after all shooters have shot or shooting ceases at the station.
11. The retrieval of unbroken targets is prohibited.
12. Anyone conducting themselves in an unsafe manner or under the influence of alcohol or narcotics will be asked to leave the premises immediately.
13. Under **NO CIRCUMSTANCES** are participants allowed to approach, touch, load targets in or move any trap machine or trap machine accessory, on the property at any time

Initials: _____