

**PIKES PEAK PHEASANTS / QUAIL FOREVER CHAPTER # 247
RELEASE OF LIABILITY, WAIVER & INDEMNIFICATION AGREEMENT**

Please, "print" All Requested Information Below, Except For Signature

NAME: _____ **PHONE:** _____

ADDRESS: _____ **CITY:** _____

COUNTY: _____ **STATE:** _____ **ZIP:** _____

E-MAIL ADDRESS: _____

Who To Contact In Case Of An Emergency:

NAME: _____ **PHONE:** _____

THIS RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT, is executed on the date indicated below, by the above mentioned individual, and hereinafter referred to as the "RELEASER".

In consideration of being permitted to participate in guided hunting, hunting, upland instruction, and other sports related activities conducted by Pikes Peak Pheasants / Quail Forever Chapter # 247, it's agents, officers, directors, and volunteers from any loss or damage related to guided hunting, hunting, upland instruction, and other sports hunting related activities during today's event.

And each of them; their officers and volunteers, hereinafter referred to as "**releases**" from all Liability of the **Releaser**., his or her spouse, legal representatives, heirs and assigns, for any and all loss of damage, and any claim of damage, resulting there from, on account of injury to **Releaser's** person or property. Even an injury resulting in death of **Releaser**, unless caused by willful and wanton gross negligence of **Release's**, while the **Releaser** is being guided on sport hunting or sport shooting activities of any kind on the above describe real property.

Releaser agrees to indemnify Pikes Peak Pheasants / Quail Forever Chapter # 247, it's agents, officers, directors, and volunteers and each of them, from any loss, liability, damage or costs they many incur due to the presence of **Releaser** in or upon the above described real property and any adjacent or abutting property, whether caused by the negligence of **Release** or otherwise.

Releaser expressly assumes such risk and waives any claim he/she might state against Pikes Peak Pheasants / Quail Forever Chapter # 247, it's agents, officers, directors, and volunteers as a result of physical injury incurred as a result of guided hunting or sport shooting activities except to the extent such claim might based on the sole and exclusive negligence of Pikes Peak Pheasants / Quail Forever Chapter # 247, it's agents, officers, directors, and volunteers for physical injury to others, or for property damage, which results from **Releasor's** participation or observation in guided hunting, hunting, or sport shooting activities under the terms of this agreement.

Releaser expressly agrees that this Release, Waiver and Indemnification Agreement is intended to be broad and inclusive as permitted by law of the State of Colorado. And that if any portion thereof is held invalid, it is agreed that the balance shall not notwithstanding, continue in full force and effect. It is further agreed that this Release, Waiver and Indemnification Agreement shall remain in full force until canceled and terminated in writing by either party.

Releaser agrees that any pictures and / or videos taken during any Training or Seminar that Pikes Peak Pheasants / Quail Forever Chapter # 247, are the property of Pikes Peak Pheasants / Quail Forever Chapter # 247. Any misuse of Pictures or Videos will be considered infringement of rights, without written permission.

Children under 18 must be listed

Signature of Releaser

Date:

LIABILITY RELEASE
SIGNATURE IS REQUIRED BEFORE SHOOTING

**INDEMNIFICATION, HOLD HARMLESS, DEFENSE, WAIVER, RELEASE AND
ASSUMPTION OF RISK AGREEMENT**

In consideration of being permitted entry to and/or use of "PREMISES" of Izaak Walton League of America Pikes Peak Chapter #34, Pikes Peak Gun Club ("CLUB") for whatever purpose, including, but not limited to, use of firearms and/or other weapons, including, but not limited to, crossbows and longbows, by him/her and/or another, with the full knowledge that firearms and/or other weapons are used and discharged on CLUB PREMISES, I, ("UNDERSIGNED") agree to the following:

UNDERSIGNED agrees to indemnify, hold harmless, and defend CLUB from any and all fault. Liabilities, costs, expenses, claims, demands, and/or lawsuits arising out of, related to, or in any way connected with, any and all actual or alleged acts or omissions of UNDERSIGNED in the course of UNDERSIGNED'S presence on and /or use of CLUB'S ranges, buildings, facilities, and land (together comprising "PREMISES") including, but not limited to, UNDERSIGNED'S use of firearms and/or other weapons.

UNDERSIGNED further waives for himself/herself and for his/her heirs, next of kin, assignees, personal representatives, administrators, and executors any and all rights and claims for damages, loss, costs, demands, and any other actions or claims whatsoever, which he/she may have or which may arise against CLUB (including but not limited to, damage to UNDERSIGNED'S property, and/or any and all illnesses, injuries, including mental or emotional distress or anguish, and other damages, including death, suffered by UNDERSIGNED) which may in any way whatsoever arise out of, be related to, or be connected with use of firearms and/or other weapons on CLUB PREMISES by UNDERSIGNED and /or another.

CLUB shall not be liable for, and UNDERSIGNED, on behalf of himself/herself and on behalf of his/her heirs, next of kin, assignees, personal representatives, administrators, and executors, expressly releases CLUB and CLUB'S members, employees, and/or agents from any and all such claims and liabilities including, but not limited to, claims of actual or alleged negligence on the part of CLUB, its members, employees and/or agents.

UNDERSIGNED acknowledges and agrees that use of firearms and/or other weapons is an inherently dangerous activity. UNDERSIGNED expressly assumes the risk of being on CLUB PREMISES where firearms and/or other weapons are used; and UNDERSIGNED further expressly assumes the risk of discharging firearms and/or use of any weapons by whomever and the firing of live ammunition and/or use of any weapons by himself/herself and/or another.

UNDERSIGNED expressly agrees that this agreement by him/her is intended to be as broad and inclusive as permitted by law and that if any provision of this agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired. No remedy conferred by any of the specific provisions of this agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder by CLUB shall not constitute any waiver of CLUB's right to pursue other available remedies. This agreement binds UNDERSIGNED and his/her heirs, next of kin, assignees, personal representatives, administrators, and executors.

UNDERSIGNED acknowledges and agrees that UNDERSIGNED has read this agreement and he/she understands its terms and is executing this agreement voluntarily, UNDERSIGNED also acknowledges and agrees that he/she has read, understands, and will at all times abide by all range rules and procedures and any other rules and procedures stated by CLUB.

Pikes Peak Gun Club

ALL SHOOTERS MUST SIGN IN AND OUT

YOUR SIGNATURE BELOW ACKNOWLEDGES THAT YOU HAVE READ THE LIABILITY RELEASE FOUND IN THE FRONT OF THIS BOOK AND POSTED ON THE PREMISES. YOUR SIGNATURE ALSO ACKNOWLEDGES THAT YOU UNDERSTAND AND AGREE TO IT'S TERMS AND ARE EXECUTING THIS AGREEMENT VOLUNTARILY, YOU FURTHER AGREE TO ABIDE AT ALL TIMES TO CLUB RULES AND PROCEDURES

Minors must have a parent or legal guardian sign below. Write in both guardians names and the minors name
Example: Jan Smith for Fred Smith Jr.