

**SUGAR HILL LAND COMPANY, INC.
D/B/A SYCAMORE PHEASANT CLUB, SYCAMORE SPORT AND SOCIAL CLUB**

ACKNOWLEDGEMENT, WAIVER OF LIABILITY, AND RELEASE

In consideration for being permitted at Sugar Hill Land Company, Inc. d/b/a Sycamore Pheasant Club and Sycamore Sport & Social Club (the "Club") premises, I hereby acknowledge, agree, and state as follows:

TRAP & SPORTING CLAYS TARGET SHOOTING

I acknowledge that trap and sporting clays target shooting has inherent risks, hazards, and dangers that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE, WITHOUT LIMITATION THE RISK OF: handling firearms and being near others who are in possession of firearms; ear damage, from noise or otherwise; eye damage from debris, clay target fragments, shot shell pellets, or otherwise; other bodily injury from ammunition, targets, target fragments, trap equipment, and shot shell pellets; bodily injury from walking in rugged country, including encounters with wildlife, insects, and watercourses; bodily injury associated with inclement weather conditions; and property damage. *For eye and ear protection, we recommend you use earplugs and protective eyeglasses. If you do not use appropriate eye and ear protection, you are doing so by choice and at your own peril. It is your responsibility to bring and use appropriate eye and ear protection.*

I understand the risks, hazards, and dangers described above or otherwise resulting from trap and sporting clays target shooting. I have had the opportunity to review and consider all such risks, hazards, and damages. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I represent that am in good physical condition and I possess the requisite skill and knowledge, both of which are necessary to safely engage in these activities. I AM VOLUNTARILY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITIES OF TRAP AND SPORTING CLAYS TARGET SHOOTING AT THE CLUB, WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED, AND I HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, INCLUDING PERMANENT INJURY OR DEATH.

I, for myself, my heirs, successors, executors, assigns, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE, RELEASE, INDEMNIFY AND HOLD HARMLESS the Club and its owners, directors, officers, agents, employees, members, and/or volunteers ("the RELEASEES"), from and against 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 presence and/or participation in activities at the Club including, but not limited to, the claims for NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, and resulting in any damage, loss, injury, paralysis, or death to me or any damage or loss to property as a result of engaging in these activities, whether such damage, loss, injury, paralysis, and/or death results from the negligence of the RELEASEES, or from any other cause. I, for myself, my heirs, my successors, executors, assigns, and subrogees, further agree not to sue the RELEASEES as a result of any damage, loss, injury, paralysis, or death suffered in connection with my presence and/or participation in Club activities.

This Acknowledgement, Waiver of Liability and Release (this "Agreement") shall be construed, interpreted, and governed by and in accordance with the laws of the State of Ohio. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING OUT OF THIS AGREEMENT. I HEREBY ACKNOWLEDGE AND AGREE THAT MY EXECUTION OF THIS AGREEMENT IS A MATERIAL INDUCEMENT TO THE CLUB OPENING AND OPERATING FOR USE BY ME AND/ OR THE PERSON(S) ACCOMPANYING ME, AND FOR THE CLUB'S PROVISION OF SERVICES IN RELATION THERETO.

BASIC RANGE SAFETY RULES

- No alcohol or recreational drugs before or during shooting.
- Eye and hearing protection required while on the course.
- Always treat your shotgun as if it is loaded and point it in a safe direction.
- Double guns are to be carried broken open, and the actions of pump and semiautomatic shotguns must be carried open between stations at ALL times.
- Guns are to be only loaded on the station when it is your turn to shoot.
- Never load more than 2 shells in your shotgun at any time, and only load 1 shell for a single target presentation.
- When on station, keep your finger off/out of the trigger until you call for the target, and then shoot only at the target.
- Only one person on the station at a time unless accompanied by an instructor.
- In case of a malfunction, keep gun pointed down range and ask for help, if needed.
- Unload your shotgun (broken and/or action open) and back away from station when someone is down range.
- If a trap malfunctions, call for assistance, do not attempt to fix the trap yourself.
- Obey all range officer instructions.
- We are all responsible for safety and have the obligation to correct unsafe acts.

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- Stay on the pathways. Do not go forward of the shoot station.
- Target and hunting shotguns only. No tactical shotguns or other firearms.
- All ammunition is subject to inspection and approval. No shot larger than 7.5.
- No smoking in the Clubhouse.

I acknowledge I have read and am fully aware of the foregoing Range Rules. I agree to comply with them and understand that non-compliance with these rules could result in my being immediately expelled from the Club's property and, if a member, forfeiture of my membership. I further acknowledge that the Club reserves the right, in its sole and continuing discretion, to determine the safe or unsafe behavior that could lead to such expulsion. I further certify that I am not barred from the ownership, possession, and/or use of firearms.

COVID-19

I am aware of the potential hazards of the novel coronavirus (COVID-19) and of the general guidelines established by the Centers for Disease Control and Prevention ("CDC") and the Ohio Department of Health ("ODH") for the public to navigate such hazards. I acknowledge and agree that all of the potential hazards of COVID-19 and its transmission are not yet fully known and understood and that, accordingly, the CDC and ODH guidelines are periodically modified and/or updated to reflect new developments from time to time. I accept full responsibility for making and keeping myself knowledgeable and familiar with all CDC and ODH guidelines as they may change from time to time. I represent and warrant that, during the fourteen days prior to the date set forth below, neither I nor anyone with whom I have been in contact has been diagnosed with COVID-19 or has had any of the following symptoms: cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headaches, sore throat, or a new loss of taste or smell.

I acknowledge and agree that, even though the Club will do its best to follow all of the laws, rules, policies, procedures, and guidelines established by the CDC, the ODH, and/or any local health department(s), neither the Club nor owners, directors, officers, agents, employees, members, and/or volunteers, can guarantee my health and safety or the health and safety of any person who may be accompanying me. Notwithstanding the foregoing, and with a full understanding and appreciation of the known and unknown risks associated with COVID-19, including, but not limited to, sickness, hospitalization, permanent injury, disability, and/or death, I hereby knowingly and voluntarily choose to utilize the Club and/or remain on the Club's premises. I further hereby expressly ASSUME ALL RISKS relating to my contracting of COVID-19 and/or any other infectious disease, including, but not limited to, sickness, hospitalization, permanent injury, disability, and/or death, as a result of my use of and/or presence at the Club.

I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the RELEASEES of, from, or for any and all liability related in any way to my (and my children's, if applicable) contraction of COVID-19 and/or any other infectious disease as a result of any act, including any alleged negligence, of the RELEASEES. I further agree to DEFEND, INDEMNIFY, and HOLD HARMLESS the RELEASEES of, from, and against any and all claims, demands, suits, judgments, losses, or expenses of any kind or nature whatsoever (including, without limitation, attorney's fees, costs, and disbursements), which arise in any way out of my (and my children's, if applicable) contraction of COVID-19 and or any other infectious disease by or through the Club and/or the RELEASEES.

I further acknowledge that the Club has instituted special rules and procedures for operating in compliance with the applicable federal, state, and local regulations and guidance related to COVID-19. I agree that I have read and understand the rules and procedures and represent that I will strictly comply with such rules and procedures while on the Club's premises at all times. I understand that non-compliance with these rules and/or procedures could result in my being immediately expelled from the Club's property.

I HEREBY REPRESENT AND WARRANT that I have read and understand this Agreement and that I am signing below to evidence my agreement with all terms and conditions set forth herein as my own free act and deed. No oral representations, statements, or inducements of any kind have been made to me by any persons or parties. I am at least eighteen years of age and am fully competent to execute this Agreement. ALL INFORMATION BELOW MUST BE LEGIBLE.

Date

Signature

Phone Number

Print Name

E-Mail Address

Mailing Address