

GUNNISON SPORTSMEN'S ASSOCIATION

RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS,
AND ASSUMPTION OF THE RISK AGREEMENT

The undersigned Gunnison Sportsmen's Association ("Range") visitor ("Visitor"), in consideration of being permitted to enter the Range and/or to engage in certain activities at the Range, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, agrees to the terms and conditions of this Agreement.

Visitor, on behalf of him or herself and his or her minor child, if applicable (individually and collectively, "Visitor Party") hereby expressly understands and assumes full responsibility for the risk of any Visitor Party's presence at or use of the Range, including but not limited to the discharge of firearms and the firing of live ammunition, and Visitor Party's presence at or participation in any events or activities at the Range.

Visitor, on behalf of him or herself and his or her minor child, if applicable, waives for each Visitor Party and his or her executors, administrators, assigns, spouse, heirs, and next of kin, any and all rights, causes of action and/or claims for injuries, damages, losses, costs, expenses, demands, and any other actions whatsoever (including but not limited to any and all injuries, death, damages, or illnesses suffered by any Visitor Party), which the Visitor or any Visitor Party may have or which may in the future arise against the Range, which may in any way whatsoever arise out of or be related to the Range or any Visitor Party's presence at or use of the Range, including any Visitor Party's presence at or participation in any events or activities at the Range.

To the extent permitted by law, visitor agrees to release, indemnify, hold harmless, and defend the Range and any of its employees, directors, trustees, officers, or agents from any and all fault, liabilities, costs, expenses, claims, demands, lawsuits, or any other actions whatsoever arising out of or related to Visitor's or any Visitor Party's presence at or use of the Range, including Visitor's or any Visitor Party's presence at or participation in any events or activities at the Range.

Visitor irrevocably consents to and authorizes the use and reproduction at any time by the Range and its assigns, of any and all photographs or electronic images taken of the Visitor or any Visitor Party, with or without names, for any use, including promotion, advertising, composite or distorted representations, or any other purpose whatsoever, and waives any claim or right arising out of such use, publication, or reproduction, including any right of privacy.

Visitor agrees that any action or legal proceeding arising out of or in any way relating to this Agreement, the Range, or any Visitor Party's presence at or use of the Range, including any

Visitor Party's presence at or participation in any events or activities at the Range, shall be governed by and construed under the laws of the State of Colorado without regard to conflict of law principles. It is agreed that any such action or legal proceeding shall be brought exclusively in a court situated in Gunnison County or the City of Gunnison, in the State of Colorado.

Visitor consents to and subjects him or herself to the personal jurisdiction of such courts and agrees that jurisdiction and venue for any proceeding arising hereunder shall lie exclusively with such courts.

Visitor further agrees to comply with all Range property use policies, including Smoking Policy (no indoor smoking, \$250 fine for each violation). Visitor agrees to comply with all fire bans in effect at time of visit.

Visitor agrees to comply with all Range rules, including firearm and ammunition regulations, range hours, and any orders of Range Safety personnel.

In the event that any part or provision of this Agreement is declared invalid, unenforceable, or void to any extent by a court of competent jurisdiction, the remainder of this Agreement and the application thereof shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

This instrument binds the Visitor and his or her minor child or children, if applicable, and the executors, administrators, assignees, or heirs thereof. In order to assure the safety of all visitors and participants, I agree to read and adhere to all posted signs, including but not limited to: no trespassing, hiking, or driving in areas clearly marked.

IT IS AGREED.

Printed Name of Participant: _____

Signature: _____

Date: _____

If Participant is under 18:

Printed Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____

Date: _____