

# Tampa Bay Sporting Clays



## WAIVER OF LIABILITY; INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE

**THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR INJURIES TO YOURSELF OR YOUR PROPERTY ARISING OUT OF YOUR USE OF TAMPA BAY SPORTING CLAYS, INC. NOW OR ANY TIME IN THE FUTURE.**

I acknowledge that I am over the age of eighteen (18) years. I, and on behalf of my heirs, agents, assigns, beneficiaries, executors and administrators, state that I understand that the activity that I have chosen to participate in (and/or observe) at Tampa Bay Sporting Clays (hereinafter "TBSC") is very hazardous in that loaded firearms and weapons are discharged and archery equipment and arrows are used, not only by myself but also by other TBSC Members, guests and visiting public. I agree to read and abide by all the TBSC Safety Rules and Regulations for Gun and Archery Use, and also I agree to assume any and all risks associated to and with the use of the facilities, including but not limited to: participation in TBSC sponsored events, and the use and discharge of firearms, accidental discharge of firearms, use and shooting or archery equipment, and loss of personal property through misplacement, loss or theft while at TBSC.

I, and on behalf of my heirs, agents, assigns, beneficiaries, executors and administrators, for the consideration of being allowed to enter and use the facilities and services of TBSC, and to observe the archery and shooting competitions, and for other valuable considerations, do hereby absolutely and unequivocally agree to release, save and hold harmless TBSC, the Officers and Directors and Members of TBSC, its sponsors, agents, employees, instructors, assigns and successors in interest from any claim, demand or liability (whether claimed by myself or another person or entity) which may arise out of any loss, damage, injury or death which I may sustain, as well as any theft, unexplained disappearance or damage which may befall my property accompanying me (whether while en route to, during participation in or during observation of the event(s), and while en route from the event, or while on the TBSC premises) where any of the match events occur, with the above use of facilities and services, even if any loss, damage, injury, or death which I may sustain, including theft, unexplained disappearance, or damage which may befall my property arises from the negligence of TBSC, its officers, agents, or employees. **I VOLUNTARILY ASSUME ALL SUCH RISKS FOR MY FAMILY MEMBERS, GUESTS AND MYSELF (and heirs, agents, assigns, beneficiaries, executors and administrators).**

I, on behalf of myself and all family members, agree to indemnify and hold harmless TBSC, the Officers and Directors and Members of TBSC, its agents, employees, instructors, assigns and successors in interest for any and all damages caused by my use of the TBSC range property, use of archery equipment, and discharge of firearms which would include, but not be limited to, damages or personal injuries caused by my negligence and / or the negligence of minors or other persons that I have brought to TBSC, and attorney fees and costs to defend any and all claims brought against TBSC, the Officers and Directors and Members of TBSC, its agents, employees, instructors, assigns and successors in interest resulting from my use of the TBSC facilities or that of minors or other persons that I have brought to TBSC.

I further acknowledge the right of TBSC Officers, Employees, or Range Officers to immediately terminate my participation in activities upon any failure of mine (or my guests) to fully comply with all TBSC Rules Policies and Operating Guidelines and directions of the Range Officer. I hereby state that I am under NO legal injunction that prohibits my owning, possessing, handling or using any of the firearms used in the events at TBSC.

By my signature below, I certify that I have read, understand and agree to the terms and conditions of this Release and Waiver and the TBSC Rules Policies and Operating Guidelines. I also agree that I (and any minors and guests brought with me) will, at all times within the TBSC

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Range Property, wear appropriate eye and ear protection. It is intended that this Release and Waiver be valid for all visits to Tampa Bay Sporting Clays facility upon my signature of this document for now and any time in the future.

I acknowledge that the foregoing agreement is intended to be as broad and inclusive as permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. I understand that the terms of this agreement are legally binding and that I am signing this agreement, after having carefully read it, of my own free will.

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

### **If user is under 18 years old: Parent/Guardian Consent:**

I, as parent or guardian of the above minor under 18 years of age, hereby consent, on behalf of the said minor, to the terms and conditions set forth in this **Waiver of Liability; Indemnification Agreement and Covenant Not To Sue.**

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_