

General Release and Liability Waiver

This document may have legal consequences: you are encouraged to read it carefully.

WHEREAS, ASHEVILLE RIFLE AND PISTOL CLUB, a North Carolina non-profit membership organization (ARPC) owns and provides to its members and guests a certain property to be used as a membership only recreational and target shooting range; and

WHEREAS, the said ARPC has established and provides for a regular schedule of dates and times when the said property may be used for the designated purposes, and further, provides the services of volunteer members as range safety personnel in order to maintain a well regulated schedule of access and use of the facility; and

WHEREAS, the said ARPC has established a set of standard operating procedures and other rules and regulations in order to provide a framework for the safe operation of the facility as a target shooting range, which has been provided to each member of the Club and by which each member is responsible for their conduct and the conduct of their guests while on range property;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, each signatory set forth below agrees that:

- 1) He/she assumes sole responsibility for:
 - a) their actions and the actions of those under their control and supervision in the use of fireanns, vehicles and/or any other personal property while on the Club premises, and all such actions or conduct shall not be attributable in any manner to ARPC, its agents or assigns; -
 - b) any l6ss or injury w1Uch maybe directly or indirectly attributable to their acts while on Club property; and agrees to indemnify the said ARPC for any monetary damages which may be assessed against it as a result of said actions or activities.
- 2) Each member/guest is familiar with and knowledgeable concerning any and all personal property used on the property. Further, each member/guest affirms that he/she will comply immediately with instruction from range safety personnel present on the facility. Further, each member affirms that he/she will be responsible for the actions oftheir guest(s) while on the property.
- 3) The member/guest hereby releases forever the said ARPC, its officers, directors and range safety personnel, jointly and severally, of any liability for the actions of the member/guest in their use of the facility, and waives any claim the member/guest believes he/she now has or hereafter may acquire against the said ARPC, its successors and/or assigns.
- 4) If the guest is a minor, or under any disability which prevents the said guest from acting in their own interests, then their participation in any activity while on the premises shall be under the supervision of a parent or other legally designated guardian; or if the activity is under the sponsorship of a Club or other officially sanctioned youth or disability program, then such participation shall be under the supervision of a designated supervisor of such program or activity, which shall be solely responsible for their action.
- 5) ARPC reserves the right to refuse any person the use of the Club property in accordance with the following polices:
 - a) Any guest may be refused permission to use the property for any reason or for no reason, in the sale discretion of the ARPC, its officers, directors or in the judgment of any range safety personnel present on the facility.
 - b) Members of the Club are bound by the bylaws, standard operation procedures, other roles and regulations and any infractions will be handled as provided therein.
- 6) The member/guest acknowledges that he/she has read and understands the foregoing, and executes this release and waiver of his /her own free will and not under any form of coercion or duress; a copy of the form has been received by the member/guest.

Dated this _____ day of _____, 2009

Printed name of member/guest _____

Signature of Member/guest _____

Printed name of Minor being signed For if applicable _____