



VOLUSIA COUNTY GUN CLUB

AGREEMENT, WAIVER OF LIABILITY, RELEASE, INDEMNIFICATION, AND COVENANT NOT TO SUE

By signing below I acknowledge that as a Volusia County Gun Club (VCGC) member, or the guest of a member, I have read and understand the VCGC Range Rules and Operating Procedures as instructed by the member. If I am participating in a scheduled competitive event I understand that I am a guest of the Match Director and am required to have made myself aware of all Range Rules and Operational Procedures. I understand that the VCGC reserves the right to discontinue all shooting activities for violating the Range Rules and Operating Procedures or any acts of unsafe behavior on my part as determined by a VCGC Chief Range Safety Officer (CRSO), Range Safety Officer, (RSO), or Match Director. All guest fees are payable upon entrance to the club.

I AGREE TO ASSUME THE RISKS incidental to such participation and, on my own behalf, on behalf of my executors and administrators, **I RELEASE, INDEMNIFY, HOLD HARMLESS, COVENANT NOT TO SUE, AND FOREVER DISCHARGE** the Released Parties defined below, of and from all liabilities, claims, actions, suits, damages, costs or expenses of any nature arising out of or any way connected with my participation in any such Activity and/or my failure to wear eye or ear protection during any such Activity. The Released Parties are the VCGC, its members, shareholders, officers, directors, employees, range safety officers, authorized firearms instructors, contractors, volunteers, representatives, attorneys, insurers, successors, and assigns.

I expressly agree that this Agreement is intended to be as broad and exclusive as permitted by law and that if any provision of this agreement is held illegal, invalid or otherwise enforceable, the enforceability of the remaining provisions shall not be impaired thereby, and such invalid part, term or provision shall not be deemed part of this Agreement. I further agree that any ambiguities in this agreement shall not be construed in favor of or against any party by virtue of that party having drafted the Agreement. No remedy conferred by any 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 hereafter shall not constitute any waiver of the right to pursue other available remedies.

This Agreement shall be governed by the laws of the State of Florida, and any legal action arising out of my participation in any Activity, or any litigation relating to the enforcement of this Agreement shall be commenced exclusively in either the Circuit Court of the Seventh Judicial Circuit in and for Volusia County, FL, or the County Court in and for Volusia County, FL, as appropriate.

I UNDERSTAND THAT ENGAGING IN FIREARMS SHOOTING ACTIVITIES CONSTITUTES MY INVOLVEMENT IN A VERY HAZARDOUS AND DANGEROUS ACTIVITY WITH ACCOMPANYING RISKS OF PERSONAL INJURY OR DEATH AND LOSS OR DAMAGE TO PERSONAL PROPERTY, AND I HEREBY VOLUNTARILY ASSUME THOSE RISKS.

This instrument shall remain in force and effect indefinitely. I have read and understand the foregoing provisions, Waiver of Liability, Release, Indemnification, and Covenant Not to Sue and I have executed this instrument voluntarily on this date.

SIGNATURE

Signature	
Print Name	
Date	
Age	

"NOTICE: THIS WAIVER MUST BE EXECUTED BY ALL GUESTS OF PRINCIPAL MEMBERS OVER 18 YEARS OF AGE. ALL MINOR FAMILY MEMBERS OF PRINCIPALS OR GUESTS UNDER 18 YEARS OF AGE MUST HAVE ONLY THEIR PARENT OR LEGAL GUARDIAN EXECUTE THIS WAIVER ON THE BEHALF OF SAID MINOR