

## Appendix 11

### **Release, Waiver, Indemnification, Hold Harmless, Assumption of Risk Agreement Form**

**WHEREAS**, in consideration of my attending shooting sports activities at **Boy Scouts of America, Piedmont Council, Piedmont Scout Reservation**, 668 Boy Scout Road, Rutherfordton, NC 28139 (hereinafter referred to as the “Premises”) for the purpose of recreational shooting, training and/or instruction for the use of guns, for instruction in guns for use of premises, and other good and valuable consideration, and sufficiency of which is hereby acknowledged, Undersigned agrees to the following:

**Undersigned** agrees to indemnify, hold harmless and defend any Boy Scouts of America employee, volunteer Chief Range Safety Officer, volunteer Range Safety Officer, volunteer NRA Certified Shotgun/Rifle/Pistol Shooting instructor, volunteer trapper, or other range worker and/or event volunteer (hereinafter called the “Shooting Event Parties”), from any and all fault, liabilities, costs, expenses, claims, demands, or lawsuits arising out of, related to or connected with: Undersigned’s presence and/or participation in the course of instruction; the discharge of guns by Undersigned; Undersigned’s presence on or use of ranges (permanent and/or temporary), building, land and premises; and any acts of omissions of Undersigned.

**Undersigned** furthermore waives for him/herself and for his/her executives, personal representatives, administrators, assignees, heir and next of, any and all rights and claims for damages, losses, demands, and any other actions or claims whatsoever, which he/she may have or which may arise against the “Shooting Event Parties” (including but not limited to the death of Undersigned and/or any and all injuries, damages, or illnesses suffered by Undersigned or Undersigned’s property) which may, in any way whatsoever, arise out of, be related to or be connected with: the course of instruction and/or any shooting event activity; the Premises, including any latent defect in the Premises; Undersigned’s presence or use of said Premises; Undersigned’s property (whether or not entrusted to Shooting Event Parties, and the discharge of guns. The Shooting Event Parties shall not be liable for, and Undersigned, on behalf of him/herself and on behalf of his/her executors, personal representatives, administrators, assignees, heir and next of kin, hereby expressly release the Shooting Event Parties from all claims and liabilities.

**Undersigned** hereby expressly assumes the risk of taking part in the course of participation in any training and/or shooting sports activities on the Premises that include the use of guns, discharge of guns and firing live ammunition.

**Undersigned** hereby acknowledge that Undersigned has read this instrument and is executing the instrument voluntarily. Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands, and will abide by all range rules and procedures and any other rules and other rules stated by the Instructor and/or Range Safety Officer (all of which are currently certified by the NRA to hold these positions).

**Undersigned** expressly agrees that this instrument is intended to be as broad and inclusive as permitted by law and that if any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. No remedy conferred by any of the specific provisions of this instrument 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 existing at law or in equity or by statute or otherwise. The election of any one more remedy hereunder by the Shooting Event Parties shall not constitute any waiver of Shooting Event Parties to pursue other available remedies. This instrument binds Undersigned and his/her executors, personal representatives, assignees, heirs and next of kin.

**UNDERSIGNED:**

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

\_\_\_\_\_  
Signature

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