



Waiver of Claims

Release from Liability

Assumption of Risks

To: Nelson District Rod & Gun Club

And Nelson District Rod & Gun Conservation Society: (the "Club")

And B. C. Wildlife Federation

Activity: Usages of Indoor and Outdoor Ranges for Shooting or Archery and other Club Activities.

THIS AGREEMENT WITNESSES that for good and valuable consideration, including the acceptance of the application of the undersigned for participation in the Activities on property owned or operated by the Club or sanctioned by the Club, the sufficiency and receipt of which consideration are hereby acknowledged, the undersigned hereby agrees as follows:

- 1. Release:** I/we agree to release, and hereby do release, --the Club, its directors, officers, agents, employees, contractors, affiliates and representatives (collectively, the Releasees) from any and all liability that they or any of them may have, for any personal injury, death, property damage or other loss, sustained by me (or in the case of a family membership –as listed on the application form) my family in connection with, or as a result of, my/our participation in the Activity, due to any cause whatsoever, including without limitation the negligence of the Club or any of the Releasees.
- 2. Waiver of Claims:** I/we hereby waive any and all claims I/we may now and in the future have against the Releasees and I/we agree not to sue the Releasees for any personal injury, death, property damage or other loss, sustained by me/us in connection with, or as a result of, my/our participation in the Activity, due to any cause whatsoever including without limitation the negligence of the Club or any of the Releasees.
- 3. Acknowledgement of Risk:** I/we acknowledge that there are certain risks involved in my/our participation in the Activity, in addition to the usual risks and dangers inherent in any physical activity, including without limitation, slips, falls, physical contact with another person, malfunction of equipment or facilities and injury from firearms, or archery equipment or other Club equipment.
- 4. Assumption of Risks:** I/we hereby assume and accept all of the dangers and risks connected with, or related in any way to, my/our participation in the Activity, and the possibility of personal injury, death, property damage or loss resulting from any of the foregoing.
- 5. Representation of Competence or Fitness:** I/we acknowledge that, as a member of the Club, it is a condition of my/our participation in the Activity that I/we attend the Club's range orientations, firearm and/or archery safety classes before using a Club shooting range for the first time. I/we acknowledge that, if I/we sponsor a non member guest in the Activity. I/we am solely responsible for informing that guest of the Club's range operating instructions and safety rules before that guest uses a Club range and for directly supervising that guest while he/she is engaged in the Activity.
- 6. No Representation:** In entering into this Agreement I/we confirm that I/we am not relying on any representation or statement made by the Club or any of the Releasees whether oral or in writing to

induce me/us to participate in the Activity or minimizing the risks or dangers connected with or related to my/our participation in the Activity.

7. **Binding Agreement:** I/we agree that this Agreement constitutes a legally binding obligation enforceable in accordance with its terms, and that it shall continue to bind me/us and my/our heirs, executors, legal representatives and personal assigns.
8. **Governing Laws:** This Agreement shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein and each of the parties hereby submits to the non-exclusive jurisdiction of the Province of British Columbia in connection with this Agreement.
9. **Eye & Ear Protection:** When the firing line(s) is in use, eye and ear protection is a requirement of the Club. Since it is not feasible for the Club to enforce this requirement, this must be an individual responsibility. I/we agree to indemnify from liability the Club and any and all members for any eye or ear damage resulting from my/our failure to use the proper personal protective equipment.
10. **Range Officer:** I/we acknowledge and accept that Club ranges may be operated without a range officer on duty. I/we agree to use the range(s) at my/our own risk.
11. **Video Surveillance:** I/we acknowledge and accept that Club ranges may be under 24/7 video surveillance. I/we agree to have my/our likeness recorded (video only) for safety reason.
12. **Parental Consent: to be used for Junior Applicants:** (ages 5 to 17) I/we am/are the parent or lawful guardian of _____ (“child”) I/we consent to the child participating in the Activity and confirm that the child has been informed of the Club’s range orientations and safety rules before using a Club shooting range for the first time. I/we acknowledge that the child may not use a Club range unless directly supervised by an adult member of the Club. I/we agree to indemnify the Club for any loss or damages caused by the child in participating in the Activity. (This clause is only applicable for parental consent on behalf of minor participants).

I/we confirm that I am/we are not under **17** years of age, that I/we have completely read this Agreement and that I/we fully understand the provisions of this Agreement. I/we understand that by signing this Agreement I/we are giving up my/our legal rights including the right to sue.

IN WITNESS WHEREOF the undersigned has/have duly signed this Agreement

Date: _____ Participant’s signature _____

Print: first and last name _____

With regard to family memberships, one of the adult members will be required to sign on behalf of the entire family- as listed on the membership application form

This waiver will be in effect until revoked in writing by the participant who signed this form