

# Newport Recreation Department Shooting League

## RELEASE, WAIVER, IMDEMNIFICATION, HOLD HARMLESS AND ASSUMPTION OF RISK AGREEMENT

WHEREAS, in consideration of being granted inclusion into the Newport Recreation Department Shooting League, use of the Newport Municipal Range, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees to the following:

1. The undersigned agrees from the date below until the end of time to indemnify, hold harmless and defend the Town of Newport, the Newport Recreation Department, the Economic Corporation of Newport (ECON), their officers, officials, staff, volunteers, directors and employees, including any sponsors or promoters (hereinafter "the Town or associated parties") from any and all fault, liabilities, costs, expenses, damages, claims, demands or lawsuits arising out of , related to or connected with: The undersigned's presence at and/or participation in all Shooting League activities; the discharge of firearms by the undersigned or others; the undersigned's presence on or the use of the range, buildings, structures, land and premises; and any and all acts or omissions of the undersigned or others. \_\_\_\_\_(initials)
2. The undersigned from the date below until the end of time furthermore releases and waives for himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs, and next of kin, 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 Town or associated parties (including, but not limited to the death of the undersigned and/or any and all injuries, damages or illnesses suffered by the undersigned or the undersigned's property), which may in any way whatsoever, arise out of, be related to or be connected with any activities conducted at the premises where the Shooting League is located, including any latent defect in the premises, the undersigned's presence on or use of said premises, the undersigned's property, and the discharge of firearms by undersigned or others at the premises. The Town or associated parties shall not be liable for, and the undersigned, on behalf of himself/herself and on behalf of his/her executors, personal representatives, administrators, assignors, heirs and next of kin, hereby expressly waive and release the Town or associated parties from any and all such claims and liabilities.  
\_\_\_\_\_ (Initials)
3. The undersigned hereby expressly assumes the risk of taking part in the activities on the Newport Municipal Range property, which include, but are not limited to, instruction in the use of firearms, the discharge of firearms and the firing of live ammunition. \_\_\_\_\_ (initials)
4. The undersigned hereby acknowledges and agrees that the undersigned has read this instrument and understands its terms and is executing this instrument voluntarily. The undersigned furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all range safety rules and procedures including the utilization of all personal safety equipment including, but not limited to, eye protection and hearing protection, as well as any other rules and procedures expressed or otherwise posted at the municipal range. Failure to comply with the rules and procedures may result in bodily harm or death to the undersigned or others. \_\_\_\_\_ (initials)
5. The 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 other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder by the Town or associated parties shall not constitute any waiver of the right to pursue other available remedies. This instrument binds the undersigned and his/her executors, personal representatives, administrators, assignees, heirs and next of kin. \_\_\_\_\_ (initials)

Undersigned Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_