

RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF THE RISK AGREEMENT

WHEREAS, it is understood and acknowledged that the operation and discharge of firearms under any circumstance is a dangerous activity, that attending an activity where proper firearm use, operation and safety are primary objectives necessarily requires the operation and discharge of firearms and live ammunition, that firearms and live ammunition may be stored, carried and discharged, in certain locations, on the premises for purposes of instruction and practice, and that all persons on premises where firearms are being operated, discharged or stored are at risk for injury, and

WHEREAS, in consideration of being permitted to attend the KSRA BB Gun Championship, for instruction and participation in firearms activities, for use of premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Undersigned agrees to the following:

Undersigned agrees to indemnify, hold harmless and defend The Kansas State Rifle Association, it's officers, employees, members, administrators, executors, instructors, and their heirs, hereinafter referred to as KSRA, of and from any and all fault, liabilities, costs, expenses, claims, demands, or lawsuits arising out of, related to or connected with: Undersigned's presence at and/or participation in the activities of the KSRA BB Gun Championship; the discharge of firearms by Undersigned; Undersigned's presence on or use of the range, building, land, and premises; and any and all acts of omissions of Undersigned.

Undersigned furthermore waives for himself/herself or minor children or wards and for his/her executors, personal representatives, administrators, assignees, heirs, significant others, domestic partners 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 KSRA (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 activities of the KSRA BB Gun Championship; the Premises, including any latent defect in the premises; Undersigned's presence on or use of said Premises; Undersigned's property (whether or not entrusted to KSRA); and the discharge of firearms. KSRA shall not be liable for, and Undersigned, on behalf of himself/herself and on behalf of his/her executors, personal representatives, administrators, assignees, heirs, significant others, domestic partners, heirs, and next of kin, hereby expressly releases the KSRA from any and all such claims and liabilities.

Undersigned hereby expressly assumes the risk of taking part in the KSRA BB Gun Championship, use of firearms and taking part in the activities on the Premises, which include, but are not limited to, instruction in the use of firearms, the discharge of firearms and the firing of live ammunition.

Undersigned hereby acknowledges and agrees that Undersigned has read this instrument and understands its terms and is executing this instrument voluntarily. Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all range rules and procedures and any other rules and procedures stated by the KSRA.

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 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 KSRA shall not constitute any waiver of KSRA's right to pursue other available remedies. This instrument binds Undersigned and his/her executors, personal representatives, administrators, assignees, significant others, domestic partners, heirs and next of kin.

Undersigned expressly acknowledges that he/she has not been convicted of, or is not currently under indictment for, any felony or misdemeanor or criminal act that disallows the undersigned the lawful possession of a firearm or from participating in a firearm related activity.

I hereby assume full responsibility for the risk of bodily injury, death or property damage for myself, my child, my ward, or other family members while attending, competing, officiating, working, speciation or for any purpose of participation in the activities of the KSRA BB Gun Championship.

I further specifically release KSRA from any claim whatsoever on account of first aid or other medical treatment or services rendered to me, my family or wards during my attendance at the KSRA BB Gun Championship.

I hereby authorize the use, publication, and reproduction at any time by KSRA of the photographs taken of me while attending the KSRA BB Gun Championship for any editorial use, advertising, promotion, or any other purpose whatsoever, and hereby waive all claims or rights arising out of such use, publication, or reproduction. I also waive any right to inspect and/or approve these photographs prior to such use, and further waive any right to inspect or approve the finished materials in which such photographs will be used.

I agree that this release contracts the entire agreement between myself and the KSRA and the terms of this release are contractual and not a mere recital.

I have carefully read this release and understand all of its terms and I execute it voluntarily and with full knowledge of its significance.

UNDERSIGNED:

Print Name _____

Address _____

City _____ State _____ Zip _____

Print Names of Attendees This Agreement Is Being Executed For:

Signature

Date