

Max Creek Outdoors, Inc.

ASSUMPTION OF RISK – RELEASE OF LIABILITY – COVENANT NOT TO SUE

WAIVER – INDEMNIFICATION, HOLD HARMLESS AGREEMENT

In consideration of Max Creek Outdoors, Inc. (hereinafter collectively referred to as “Max Creek”), its owners, members, lessors, members, agents or employees, allowing the undersigned, (hereinafter referred to as “I”) to use the premises (shooting range) to discharge guns and otherwise participate in gun rentals, firearms training and other activities on the premises, it is agreed that:

1. Assumption of Risk: I know and understand that the use of a shooting range, firearm training and the related activities are inherently dangerous and cannot be made completely safe. By participating in these activities, I may incur serious injury or death. I freely, knowingly and voluntarily assume the risks of using the shooting range and of any firearms training and related activities and acknowledge that I could be seriously injured or killed.

2. Release of Liability: I hereby, freely, knowingly and voluntarily release and discharge Max Creek, its owners officers, agents, servants and employees from any and all liability, claims, demands, or actions, or causes of action whatsoever arising out of any damage, injury or loss or property inflicted upon me or others while on the premises or using the firearms of Max Creek, or while participating in any of activities contemplated in this agreement, whether such loss, damage, or injury results from the negligence of Max Creek, its officers, owners, agents, members, employees, or lessors, or from some other cause. In participating in the activities contemplated by this agreement, I rely upon my own judgment and not upon any safety precautions taken by Max Creek. I will not participate in these activities until I understand the proper safety precautions and procedures to follow, and will, during my participation, rely upon my own skill, judgment, and ability.

3. Covenant Not to Sue: I agree never to institute any suit or action, at law or otherwise, against Max Creek from any and all actions, losses, claims, or proceedings initiated by any other parties which arise directly or indirectly from the activities contemplated by this agreement. I agree to the preceding in full realization that I may be injured or killed in the participation of the events contemplated by this agreement. I agree to the preceding, even though said damages, injuries, or fatalities may result from improper supervision of my actions by Max Creek. I agree to the preceding, even though said damages, injuries, or fatalities may result from improper performance of the owners/ agents/employees prior to, during, or after my involvement in the activities contemplated by this agreement. I agree to the preceding, even though said damages, injuries, or fatalities may result from attempts, prudent or imprudent, to rescue or render aid to myself or others by members, owners, or employees of Max Creek, or any other organization or individuals available for said rescue or aid. I agree to the preceding, even though said damages, injuries, or fatalities may result from individuals, groups, or organizations not included in Max Creek as defined in this agreement. I agree to the preceding, even though said damages, injuries, or fatalities may result from events that occur on lands not owned or leased by Max Creek. I agree to the preceding, even though said damages, injuries, or fatalities may result from events not directly related to the events contemplated by this agreement.

4. Indemnification. I agree to indemnify, hold harmless and defend Max Creek, from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with the discharge of guns by Undersigned; Undersigned’s presence on or use of the range, buildings, and premises and any and all acts or omissions of Undersigned.

5. **Acknowledgement.** By signing below, I profess to have read and understand the above ASSUMPTION OF RISK I RELEASE OF LIABILITY / COVENANT NOT TO SUE and agree to the terms and conditions therein. I also acknowledge that I have been given the opportunity to consult with competent legal counsel before signing this agreement and that I sign with legal counsel's approval or I waive my right to legal counsel and assume the risk of this agreement without the benefit of counsel at my own choosing.

5. **Governing Law:** This Agreement shall be governed by the laws of the state of Wisconsin.

6. **Entire Agreement:** This Agreement together with all and amendments thereto constitute the entire Agreement of the parties as to the subject matter hereof, and expressly supersede all proposals, oral or written, and all negotiations, conversations or discussions heretofore had between the parties related to this Agreement. I acknowledge that I have not been induced to enter into this Agreement by any representations or statements, oral, or written not expressly contained herein. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any Order or other instrument submitted or agreed to by Max Creek.

7. **Modifications:** This agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by each party. Any amendments proposed by the Vendor shall be directed first to the Max Creek and then to me, for routing to the appropriate signing officer on behalf of Max Creek.

8. **Section Headings:** Section headings are provided for convenience of reference and do not constitute a part of this Agreement.

9. **Severalty:** In the event any section contained in this agreement, or any item, part, or term within any particular section, should be determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remaining sections or items shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain that particular section or item held to be invalid or unenforceable.

10. **No Other Agreements:** By executing this Agreement, the parties agree that the terms and conditions of this Agreement shall supersede the terms and conditions of all prior agreements between the parties and the no other agreements exist, either written or oral.

11. **Signatures:**

Dated: _____, 20__

Range User (Please print name)

Signature

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Dated: _____, 20__

MAX CREEK