

**Gainesville Target Range, Inc.  
Release, Waiver, Indemnification, Hold Harmless and  
Assumption of Risk Agreement**

NOTICE: This Release, Waiver, Indemnification, Hold Harmless and Assumption of Risk Agreement (the "Agreement") has important and continuing legal consequences with respect to your present and future conduct. Read it carefully *before* signing your name. You are advised to secure legal representation as to your duties and liabilities under it *before* signing your name.

In consideration for the opportunity to: be a guest of, or become, and remain, a member of Gainesville Target Range, Inc. (the "Corporation"); use firearms, on any real property owned, leased or otherwise used by the Corporation, improved or unimproved, including specifically but without limitation, 1610 NW 65<sup>th</sup> Place, Gainesville, Florida (collectively, the "Premises"); attend firearm instruction or safety courses on the Premises; use personal property owned or leased by the Corporation (the "Property") for free or fee; and/or otherwise use, or be permitted to remain on, the Premises; and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I expressly, knowingly, freely, and voluntarily acknowledge and agree as follows:

1. I know that the Premises are used primarily as a firearms target range and that firearms and live ammunition are discharged and otherwise used thereon.
2. I know that others on the Premises have varying degrees of safety and firearms training and experience (specifically including without limitation, the loading, unloading, carrying and discharging of firearms) and that some individuals have no training or experience at all.
3. I know that firearms, ammunition and target ranges are inherently hazardous, and that use of the Premises is dangerous with accompanying risk of personal injury, death, and / or loss or damage to personal property, and I assume all such risk, whether inherent or not, and whether I am alone on the Premises, or in the presence of others.
4. I waive, release, covenant not to sue, and discharge the following persons ("Releasees") – the Corporation, its officers, directors, employees, agents (including without limitation any and all individuals, paid or unpaid, serving with permission of the Corporation as "firearm(s) instructor", "range officer", "range supervisor", and other individuals attempting on the Corporation's behalf, to enforce, regulate, or control use of the Premises and / or compliance with the rules and regulations governing membership or other use of the Premises, as they may be amended from time to time by the Corporation and whether published to me, or posted on the Premises (the "Range Rules and Regulations"), and their assignees – from and against any and all liability claims for damage, loss, demand, and any limitation death, injury, pain and suffering, illness, or damage to personal property, whether sustained by me, any of my guests, or any third party, arising from or related to, my, my guest's, or any third party's presence on, or use of, the Premises and / or Property, whether caused in whole or in part by the negligence of the Releasees or otherwise, including without limitation, latent defects, the failure to properly enforce or enact Range Rules and Regulations, or properly investigate the background, or training, of any or all of the Releasees, members, or others using the Premises or Property. This waiver, release, covenant not to sue, and discharge is intended to, and does, bind me, together with all of my assignees, heirs, trustees, personal representatives, administrators, attorneys in fact, and any others presuming to act for, or through, me.
5. I indemnify, and agree to hold harmless and defend with counsel selected by the Corporation, the Releasees from any and all fault, liability, costs, expenses, claims, demands, or lawsuits arising out of, related to, or in any way connected with my, or my guest's, negligence, gross negligence, or willful misconduct or in any way related to our use and / or presence at or upon the Premises, including without limitation, the discharge of ammunition or firearms, whether intended, unintended, safely, negligently, grossly negligently, or willfully.
6. I represent to the Releasees, intending that they accept and rely upon my representation(s) as complete, true and continuing, without further investigation, that:
  - a. I, and all of my guests, are over twenty-one years of age; that I have the legal capacity to execute this Agreement; and that I have read and understood this Agreement and have made no change thereto.
  - b. I intend the waivers, releases, and promises or representations of indemnification, hold harmless and

assumption of risk provisions of the Agreement to be as broad and inclusive as permitted by law; and if any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired. Any and all rights and remedies running in favor of the Releasees and / or waived and released by my guests, or me are not intended to be exclusive, but to be cumulative. Similarly any election permitted to the Releasees, and accordingly no longer available to my guests, or me is not intended to be exclusive, but to be cumulative.

- c. I have read, understood, and specifically agree to follow, require my guests to follow, and to report to the Corporation any knowledge that I have of others who are not following, the Range Rules and Regulation, as well as any safety instructions given to me / us by any of the Releasees. I agree that any of the Releasees may terminate my membership, or use of the Premises and / or Property, at any time and for any reason, including without limitation, failure to comply with the terms of this Agreement, either for a period of hours, days, weeks, months, or permanently.
7. This Agreement is the sole and exclusive agreement between the parties hereto, and no oral or written representations or modifications have been made thereto nor may be made except in a writing that is signed by the Corporation President. This Agreement shall be subject to Florida law regardless of any choice of law provisions, and I specifically waive my right to a trial by jury (preserving a right to trial by judge if the right to sue has not otherwise been waived herein), and consent to venue in Alachua County, Florida in any action to enforce this Agreement or otherwise related in any way to my membership or use of the Premises. I understand that the representations made by me in this Agreement, and my agreement to the terms hereof, are so essential to the Corporation's decision to permit my use of the Premises, and would cause the Corporation such immediate and irreparable harm if they were untrue, misrepresentative, or otherwise breached, that I authorize any or all of the Releasees to seek and receive injunctive relief as to this Agreement as an additional remedy. I also agree that I will pay the Releasee's costs, and reasonable attorney fees before trial, at trial, at mediation / arbitration if ordered, and upon appeal, if any, in any action to enforce the terms of the Agreement.
8. I have also been advised that:
- a. By signing this Agreement, I am giving away various rights which I, and those taking through me, may otherwise have or come to have; and
  - b. The interests of the Releasees conflict with my interests in this Agreement and that I should seek the advice of legal counsel before signing this Agreement; and
  - c. This Agreement shall remain in full force and effect indefinitely.

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_ in Gainesville, Florida, by:

The individual described herein as "I", "me", or a derivative thereof:

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Phone #

