

# Waiver

## Associated Gun Clubs of Baltimore

### Release, Indemnification, Waiver of Liability

WHEREAS in return for instruction in firearms, use of premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Badge-Holder/Guest/Visitor/Minor agrees to the following:

The Badge-Holder/Guest/Visitor/Minor agrees to indemnify, hold harmless and defend the Associated Gun Clubs of Baltimore, Inc., and any of its employees, directors, officers, member clubs or agents (hereinafter the "AGC"), from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with: the discharge of firearms; the course of instruction; the AGC's ranges, buildings, land and premises (hereinafter the "Premises"); and the Badge-Holder's/Guest's/Visitor's/Minor's presence on or use of said Premises. And should any such claim, of the United States, the State of Maryland, or under any theory of law or equity, the Badge-Holder/Guest/Visitor/Minor will indemnify, hold harmless and defend the AGC, from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against the AGC, whether individually, jointly, or in solido with the Badge-Holder/Guest/Visitor/Minor together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including attorney's fees.

The Badge-Holder/Guest/Visitor/Minor furthermore waives for himself/herself and his/her executors, administrators, assignees or heirs, any and all rights and claims for damages, losses, demands and other actions whatsoever which he/she may have or which may arise against the AGC, (including but not limited to any and all injuries, damages or illnesses suffered by the Badge-Holder/Guest/Visitor/Minor or the Badge-Holder's/Guest's/Visitor's/Minor's property) which may, in any way whatsoever, arise out of, be related to or be connected with: the course of instruction; the Premises, including any latent defect in Premises, the Badge-Holder's/Guest's/Visitor's/Minor's presence on or use of said Premises; the Badge-Holder's/Guest's/Visitor's/Minor's property (whether or not entrusted to the AGC); and the discharge of firearms. The AGC shall not be liable for, and the Badge-Holder/Guest/Visitor/Minor on behalf of himself/herself and his/her executors, administrators, assignees or heirs, hereby expressly releases the AGC from any and all such claims.

The Badge-Holder/Guest/Visitor/Minor hereby expressly assumes the risk of entering the Premises and of taking part in activities on the Premises which include, but are not limited to, the discharge of firearms and the firing of live ammunition.

The Badge-Holder/Guest/Visitor/Minor furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all AGC Range rules and procedures.

Wherever possible, each provision of this instrument shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this instrument shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this instrument.

This instrument binds the Badge-Holder/Guest/Visitor/Minor and his/her executors, administrators, assignees or heirs.

**Participant's Name (print):** \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

If you are under the age of 18, please include a parent or guardian's signature below.

**Parent or Guardian Consent:** I, as (father, mother, guardian) of the person named above, do hereby consent to the release of the material described above.

**Parent/Guardian's Name (print):** \_\_\_\_\_

**Parent/Guardian's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_