

Nashua Fish & Game Association

P.O. Box 28, Nashua, NH 03061

ACKNOWLEDGEMENT OF RISKS, RELEASE & INDEMNITY AGREEMENT ("AGREEMENT")

I, _____ hereby acknowledge that my entry onto the property and firing ranges of the Nashua Fish & Game Association, Inc. ("NFGA") is conditioned upon my signing this Agreement.

I ACKNOWLEDGE AND UNDERSTAND THAT FIRING RANGE ACTIVITIES ARE INHERENTLY HAZARDOUS and involve known, unknown, and unanticipated risks which could result in damage to or destruction of property and bodily injury, including, without limitation, paralysis, or death, partial or total loss of eyesight or hearing, inhalation or other harmful contact with lead or other contaminants, and being struck by flying or falling objects. I understand that such risks can be reduced if other users and I follow sound firearms safety practices but cannot be eliminated without compromising the essential qualities of firing range activities.
INITIAL _____

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the NFGA strongly suggests that I inform my personal physician of my activities on the NFGA firing ranges and seek my physician's advice as to whether I should undergo testing of my blood lead levels.
INITIAL _____

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the NFGA has no legal duty to undertake first-aid or rescue operations or procedures in the event any injury occurs and that if NFGA voluntarily provides such assistance, it may result in compounded or aggravated injuries.
INITIAL _____

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the NFGA makes no warranty as to the design, manufacture, maintenance, condition, or fitness for any particular purpose of any of its facilities or equipment, including, without limitation, its firing ranges (including the indoor Proctor Range), firearms, ammunition, eye/hearing protection, and first-aid supplies.
INITIAL _____

As lawful consideration for being permitted by the NFGA to enter onto its property, as either a Member or a Guest, agree as follows:

I EXPRESSLY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS EXISTING ON THE PROPERTY AND IN CONNECTION WITH ENTERING ONTO THE PROPERTY, USING FIRING RANGE FACILITIES OR EQUIPMENT, AND ENGAGING IN OR OBSERVING SHOOTING AND OTHER ACTIVITIES AT THE RANGE.
INITIAL _____

I AGREE to assume all responsibility and liability for any act or acts, including, without limitation, any negligent, reckless, or criminal act or omission to act, of my Guests while on the property of NFGA. I understand that "my Guests" includes any and all persons who are not Members of the NFGA and whose entrance onto NFGA property is by my authority or with my consent. I agree that I will ensure that each of my Guests reads and signs a separate copy of this Agreement before allowing them access to NFGA property.
INITIAL _____

I AGREE to abide by all state and federal laws, by all NFGA and firing range rules, including the NFGA Bylaws, and to ensure that my Guests do so as well.
INITIAL _____

I AGREE that I, my next of kin, successors, beneficiaries, heirs, guardians, representatives and assigns HEREBY RELEASE AND FOREVER DISCHARGE the NFGA and its officers, directors, trustees, agents, employees, or volunteers (the "Released Parties") from, and agree not to sue the Released Parties for, any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, that I, my next of kin, successors, beneficiaries, heirs, guardians, representatives, and assigns may have for property damage, personal or bodily injury, or death against the Released Parties for any negligent act or omission with respect to, arising from, or related to the conditions, facilities, procedures, operations, or activities on NFGA property including, without limitation, adoption or enforcement of safety procedures, maintenance of firing ranges or other facilities, and failure to disclose known risks.
INITIAL _____

I AGREE that I, my next of kin, successors, beneficiaries, heirs, guardians, representatives and assigns WILL INDEMNIFY AND HOLD HARMLESS the Released Parties from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, including reasonable attorney's fees and costs, that arise in whole or in part from the negligent, intentional, criminal, or otherwise wrongful conduct or omission of my Guests or myself.

INITIAL _____

I ACKNOWLEDGE AND AGREE that this Agreement shall be interpreted and enforced under the laws of the State of New Hampshire, and that any action or proceeding in tort, contract, equity, or otherwise brought by me or on my behalf against the NFGA shall be brought in the courts of the State of New Hampshire, all without regard for the conflict of law rules of the State of New Hampshire.

INITIAL _____

I FURTHER ACKNOWLEDGE AND AGREE that this Agreement is intended to be as broad and inclusive as permitted by law and that if any provision or portion is held to be invalid, void, or otherwise unenforceable, I agree and intend that the remaining provisions or portion shall continue and remain in full legal force and effect.

INITIAL _____

I FURTHER ACKNOWLEDGE AND AGREE that it is my understanding and intent that this Agreement, and any signed written amendments or modifications to it, shall remain in full force and effect from the date of execution and ever after and shall be applicable to each and every occasion that I or my Guests enter onto NFGA property.

INITIAL _____

I have carefully read this "Acknowledgement of Risk, Release & Indemnity Agreement" and fully know its contents. I acknowledge that no other inducement, assurance or guarantee has been made to me beyond access to NFGA property in consideration of my signing this Agreement, which I sign voluntarily and of my own free will. I further acknowledge and agree that this Agreement may be amended or modified only by a writing signed by me and by an authorized agent of the NFGA.

I UNDERSTAND THAT BY MY SIGNATURE I AM GIVING UP SUBSTANTIAL RIGHTS, THAT I AM AGREEING NOT TO SUE THE NFGA AND OTHER PARTIES AND AM RELEASING, HOLDING HARMLESS, AND INDEMNIFYING THE NFGA AND OTHER PARTIES FROM LIABILITY. I ALSO CERTIFY THAT I MAY LEGALLY POSSESS A FIREARM.

MEMBER, GUEST, OR MINOR SIGN HERE:

Signed on _____, at _____, New Hampshire.

Signature: _____ Please indicate if Guest ____ or Minor (under age 18) ____

Printed Name: _____ Telephone: _____

Address: _____

Witness Signature: _____ Printed Name: _____

MEMBER SIGN HERE FOR GUEST OR MINOR:

I, the undersigned, represent and warrant that I am the NFGA Member who invited my Guest, or that I am the Parent or Legal Guardian of the Minor, whose name and signature appear above. I have read the foregoing "Acknowledgement of Risk, Release & Indemnity Agreement" and fully know and understand its contents and agree to be bound by all its terms and conditions jointly and severally with my Guest or the Minor. If signing as the Parent or Guardian of a Minor, I intend by my signature to bind the Minor to the terms of the Agreement to the full extent permitted by law.

Signed on _____, at _____, New Hampshire.

Signature: _____ Signing as Host _____, Parent _____,

Guardian ____ Printed Name: _____ Telephone: _____

Address: _____

Witness Signature: _____ Printed Name: _____

Approved by the Board of Trustees

10-12-05