



RELEASE, WAIVER, AND INDEMNITY AGREEMENT

WARNING: THE HANDLING & USE OF FIREARMS, BOWS, AND OTHER WEAPONS AND THE PROXIMITY TO OTHERS HANDLING & USING SUCH WEAPONS IS INHERENTLY DANGEROUS AND MAY RESULT IN PARALYSIS, SERIOUS INJURY, OR DEATH.

I, the undersigned, acknowledge that I and/or my minor child/children (“My Child”) have voluntarily requested to participate in activities held, sponsored, and/or organized by the Alexandria Chapter, Izaak Walton League of America, Inc. (the “Club”), including but not limited to archery and firearm related activities, as well as other instructional, recreational, outdoor, and/or competitive activities and any other activities occurring on the Club’s Property, as defined below, (collectively, the “Activities”). The Activities may include, but are not limited to handling, maintaining, loading, and shooting firearms and bows; instructional courses related to firearms, bows, hunting, and personal and home protection; skeet shooting, turkey shoots, match shoots, and other competitive shooting and/or archery events; fishing, camping, boating, and hiking; and using the facilities and/or personal property located on the real property owned, leased, and/or used by the Club and/or on which any Club organized and/or sponsored events occur (collectively, the “Club’s Property”).

IN CONSIDERATION of being permitted to enter upon the Club’s Property, to participate in or observe the Activities, and/or to otherwise use the Club’s facilities and personal property, I on behalf of myself and My Child, my heirs, personal representatives and assigns, agree to the provisions set forth below:

1. I have read, understand, and freely and voluntarily enter into this Release, Waiver, and Indemnification Agreement (this “Release”) with the Club, and I hereby knowingly and unconditionally release, waive, discharge, hold harmless, and covenant not to sue, make a claim against the person(s) or property of or otherwise prosecute or file any suit or other action against the Club and any affiliate organization, officers, directors, managers, members, volunteers, agents and/or employees of the Club (collectively, the “Releasee”), whatsoever, including but not limited to any claim for injuries, death, property damage or any other loss, cost, damage, and/or liability arising from or relating to (i) conditions on the Club’s Property; (ii) observation and/or participation in the Activities; (iii) the use of the Club’s facilities and/or personal property; and/or (iv) my or my Child’s failure to understand any direction relating to any Activity, use of the Club’s facilities, and/or personal property.

2. I fully understand that participating in the Activities is or may be very dangerous. I further acknowledge and understand that there are certain intrinsic dangers and/or conditions arising from handling and/or being around other persons handling firearms and other weapons and/or participating in the Activities. Such dangers and conditions, include but are not limited to (a) the potential for serious injury, harm, or death from the handling, use, loading, maintenance, and discharges of firearms, bows, and other weapons; (b) the potential for serious injury, harm, or death arising from the handling, use, maintenance, and/or discharge of ammunition, including bullets, arrows, bolts, and/or other projectiles; (c) the potential for serious injury, harm, or death arising from using watercraft, boats, and/or participating in water related activities; (d) certain hazards such as surface and subsurface land and water conditions and weather conditions; (e) certain hazards associated with the outdoors such as encounters with animals, insects, and/or inhospitable plants; and (f) the potential for myself or others to act in a negligent manner that may contribute to injury to myself or others, such as failing to properly handle, use, load, maintain, and/or discharge a firearm, bow, weapon, and/or ammunition of any variety.

3. I recognize and agree that the Club has no duty to monitor my or My Child’s observation and/or participation in the Activities and/or in any other use of the Club’s Property, facilities, and/or personal property. I further agree and represent that I and My Child are in good physical and mental health and condition and that I have sufficient skill and knowledge regarding (a) the handling, use, loading, maintenance, and discharge of firearms and other weapons; (b) my participation in and/or observation of any Activities; and/or (c) the use of the Club’s Property, facilities, and/or personal property, such that I am able to make all decisions for myself and My Child regarding the safety, prudence, or value of engaging in any Activity or using the Club’s Property, facilities, and/or personal property, whatsoever, without regard to any direction, advice, or lack thereof from any Releasee.

4. I hereby agree to indemnify, defend, and hold Releasee harmless from and against any claim, loss, liability, damage, or cost that Releasee may incur due to my and/or My Child’s presence, acts, omissions, and/or use of the Club’s Property, facilities, and/or personal property, whether caused by the passive or active negligence of Releasee, me, My Child, or any other party. Such obligation to indemnify, defend, and hold harmless shall extend to any claim brought on my behalf, My Child’s behalf, and/or on behalf of any guest I bring to the Club’s Property.

5. I expressly agree that this Release is intended to be as broad as is permitted by the laws of the Commonwealth of Virginia. I further agree that if any provisions of this Release are held to be invalid, the balance of this Release shall remain enforceable and continue in full force and effect.

6. I warrant that the covenants and agreements herein are enforceable, true, and correct and understand that the Club has relied on the same as a condition to entering into this Release and in giving me and My Child permission to participate in the Activities and/or to use the Club's Property, facilities, and/or personal property.

7. I agree that if I or My Child cause damage to any of the Club's Property, facilities, and/or personal property, I will pay as damages to the Club, the fair market value of the damaged property immediately prior to the date of damage or loss.

8. In exchange for me and/or My Child being permitted to observe and/or participate in the Activities and/or to use the Club's Property, facilities, and/or personal property, and fully understanding the risks of such use, in addition to the foregoing:

- a. I hereby release the Releasee from any liability whatsoever arising from or related to my election to personally and/or to allow My Child to participate in or observe the Activities and/or to use the Club's Property, facilities, and/or personal property.
- b. I agree to indemnify, defend, and hold the Releasee harmless from any liabilities, claims, and/or suits, including attorneys' fees, arising from, by, or brought on behalf of me, My Child, spouses, guests, or other persons I bring, invite, or otherwise cause to be present upon the Club's Property.
- c. I agree to compensate or reimburse Releasee for any costs, expenses, or damages, including attorneys' fees, resulting from or related to any claim brought against Releasee for property damage, personal injury, and/or death, which arise as a result of my or My Child's passive or active negligence and/or any other act by me or My Child, whether or not intentional, while participating in or observing the Activities and/or otherwise using the Club's Property, facilities, and/or personal property.
- d. I agree that any unsafe act, including the use of alcohol and/or the use of controlled substance(s) and/or the improper handling or use of any firearm, weapon, and/or ammunition will be cause for immediate expulsion from any Activity and/or the Club's Property.

9. I agree that should any dispute or claim arise against or related to any Releasee, under this Release, and/or concerning my or My Child's participation in and/or observation of the Activities and/or my use of the Club's Property, facilities, and/or personal property, such claim or dispute shall be subject to the exclusive jurisdiction of the Stafford County General District Court or Stafford County Circuit Court, as applicable. The substantially prevailing party in any such action shall be entitled to recover all costs and expenses, including attorneys' fees incurred in such action.

10. I understand and agree that this Release shall remain in full force and effect unless expressly revoked by me or the parent or legal guardian of the minor voluntarily entering into this Release. The revocation shall be in writing, which shall be delivered to Stacie C. Bordick, Esq., Hirschler Fleischer, 725 Jackson Street, Suite 200, Fredericksburg, VA 22401. Such revocation shall become effective thirty (30) days after delivery to the aforesaid party.

NOTICE: All persons are REQUIRED to wear protective eye and ear wear while on any of the Club's firing ranges.

Person voluntarily entering into this Release, Waiver, and Indemnification Agreement:

Date: _____ Signature: _____
Printed Name: _____

If a minor, person representing himself/herself to be the lawful Guardian under this Release, Waiver, and Indemnification Agreement and entering it on behalf of himself/herself and said minor:

Date: _____ Printed Name of Minor: _____
Guardian Signature: _____
Printed Name of Guardian: _____

Name and phone number of emergency contact: _____