ARROWHEAD FISH AND GAME CONSERVATION CLUB, INC. WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Your Printed Name: _____ Your age: _____
FIRST M.I. LAST

Phone: (___|___|___) - |___|___|___| - |___|___|___|___| E-mail: _____

Mailing Address Street: _____

City _____ State _____ ZIP Code: |___|___|___|___|___|

In consideration for permitting me (and, where applicable, my minor children) access to the Arrowhead Fish and Game Conservation Club, Inc. (hereinafter called "Arrowhead Club"), a shooting range located at CA-173, Hesperia, California 92345, (the "Premises"), and to participate in self-administered or instructor-administered live ammunition firearms activities. I, for myself, my legal representatives, successors, heirs, and next of kin:

HEREBY ACKNOWLEDGE that firearms, firearm ammunition, and arrows may be hazardous in nature and may cause substantial injury to persons and property. I recognize the inherent dangers associated with shooting and archery including, but not limited to: loud noise, flying or rebounding bullets and fragments, arrow tips, clay target fragments, smoke, dust, exposure to lead, uneven surfaces, and similar issues. Moreover, I recognize that exposure to such environments can result in personal injury, loss of hearing, loss of eyesight, and other health hazards up to and including death. I also understand that others will be using the Premises, and I acknowledge that others are present. I also acknowledge the presence on the Premises of signs posted under Proposition 65 warning of hazards to exposure to chemicals known to cause cancer or reproductive harm by the State of California, such chemicals including, but not limited to, lead, and that I have been given the opportunity to ask for and receive a list of all such known cancer-causing chemicals on the Premises.

With these facts in mind, I VOLUNTARILY ASSUME ALL RISK OF INJURY to my person and property and WAIVE the right to bring any and all claims against the Arrowhead Club, or its officers, directors, members, volunteers, employees, agents, administrators, successors, and assigns, and including the United States Forest Service (hereinafter collectively the "Related Parties") from all claims, demands, and causes of action, foreseen and unforeseen, relating to or arising out of death, personal injuries, sickness, damages to property or property rights, and every other loss and expense, arising out of or in any way connected with my participation in firearm or archery activities on or appurtenant to the Premises, except as to the Arrowhead Club's intentional or criminal acts. I will not take any legal action contrary to this RELEASE OF LIABILITY. I also agree to be responsible for furnishing and wearing appropriate eye and ear protection at all times on the Premises.

I further WAIVE for myself and for my executors, legal representatives, successors, heirs, and next of kin, any and all rights and claims for damages, losses, demands, and any other actions or claims whatsoever, which he/she may have or which may arise against the Arrowhead Club and any of the Related Parties, which may in any way whatsoever, arise out of, be related to, or be connected with the use of the Premises and for any course of instruction offered on the Premises. I, on behalf of myself and on behalf of my executors, personal representatives, administrators, assignees, heirs, and next of kin, hereby EXPRESSLY RELEASE the Arrowhead Club and all of the Related Parties from any and all such claims and liabilities.

I EXPRESSLY ASSUME THE RISK of taking part in activities on the Premises, which include, but are not limited to, instruction in the use of firearms, the discharge of firearms, and the firing of live ammunition. I acknowledge that I understand that firearms are inherently dangerous, and, as such, any injuries or accidents that occur while I am on the Premises, or while engaged in range or firearms training activities, whether due to weapons malfunction or due to my negligence or mishandling, are not the responsibility of the Arrowhead Club or any of the Related Parties. I also acknowledge that the Premises is kept as natural as the shooting activities allow, is located in a rural and unimproved area, and that natural features of the Premises and wildlife thereon may pose additional hazards, which include, but are not limited to, rocky terrain, dirt and mud, poisonous plants, ticks, poisonous snakes, domestic livestock, and other wild animals. I understand that I must use caution accordingly and EXPRESSLY ASSUME THE RISK of encounters with these elements of nature while using the Premises.

I acknowledge having read and agree to comply with the posted Range Safety Rules. I further understand that the Arrowhead Club has the right to inspect any firearms, ammunition, accessories, case, bag, or equipment I bring onto the Premises upon request. I further agree to obey all other posted or communicated safety and range rules and obey all instructions by the Range Master and the Arrowhead Club staff. I understand that failure to obey the Range Safety Rules, any rules or instructions I receive, or to allow inspection of items I have on the Premises may result in removal from the Premises, expulsion as a member of the Arrowhead Club, or other disciplinary and remedial action as the Arrowhead Club Board of Directors deems to be appropriate pursuant to the Bylaws.

I VOLUNTARILY AGREE TO EXEMPT and relieve the Arrowhead Club and all of the Released Parties from liability for personal injury, property damage, or wrongful death caused by the negligence of another, including releasing the Arrowhead Club from liability for any claim I could assert based upon personal injury or death to a minor child whom I identify below. I also AGREE TO immediately DEFEND, INDEMNIFY, AND HOLD HARMLESS the Arrowhead Club and any of the Released Parties from and against all claims, losses, damages, and costs (including attorney's fees and costs of suit) caused by, arising out of, or related to the actions of myself, any minors whom I identify below, and those third parties for whose conduct I am expressly or implicitly responsible whether such duty arises under this agreement, the membership agreement or by operation of law. But for this agreement to defend, indemnify, and hold the Arrowhead Club harmless, the Arrowhead Club would not allow me, or the minors identified below, entry onto the Premises or to engage in live ammunition firearms or archery activities. Should the Arrowhead Club or any of the Released Parties be required to incur attorney's fees and costs to enforce this agreement, I agree to INDEMNIFY AND REIMBURSE the Arrowhead Club and any of the Released Parties for such fees and costs. This agreement shall remain in effect so long as the individual signatory below is an Arrowhead Club member or a third party using the Arrowhead Club Premises.

I certify that I may lawfully own and operate firearms within the State of California and that I am not disqualified from possessing firearms by operation of California or federal law. I understand that the Arrowhead Club is further relying on this representation to allow me access to the Premises. If I am furnished with or purchase ammunition from the Arrowhead Club, I agree that I will not remove such ammunition from the Premises.

I am a parent or guardian of a minor or minors who is/are participating in firearms activities on the Premises. I agree to supervise all such minors in their use of the Premises while I am present, and also understand that the Arrowhead Club staff and volunteers will not be supervising such minors' use or activities. The name of the minor or minors who is/are participating in firearms activities, and about whom my indemnity duties to the Arrowhead Club also apply under this agreement, is/are:

_____ _____
MINOR'S NAME & AGE MINOR'S NAME & AGE

By signing, I hereby agree to the above conditions: _____ _____
YOUR SIGNATURE DATE