

## **Maynard Rod and Gun Club**

### Attestation and Waiver

I assert that I have passed my 18th birthday (applies to Regular, Minor and Social member applicants) and agree to do all that is reasonably within my power to promote and improve the Maynard Rod and Gun Club and our sport.

I certify that I am eligible to own, possess and use firearms and accept responsibility for myself and guests for safe operation in accordance with the Maynard Rod and Gun Club's rules and regulations.

I understand these rules and bylaws and agree to abide by and uphold them and any amendments passed in the future.

I understand that I may be subject to expulsion from the Maynard Rod and Gun Club, and my membership revoked, if my actions and use of the club's grounds and facilities are not in compliance with these rules and bylaws.

I agree to uphold all firearm, game hunting and conservation laws and to assist game wardens by promptly reporting any violations.

I agree to respect and guard the property and use the club grounds only for its intended and posted use.

I hereby certify that all the questions on this application have been answered truthfully and to the best of my ability.

### **MAYNARD ROD AND GUN CLUB INDEMNIFICATION, HOLD HARMLESS, DEFENSE, WAIVER RELEASE AND ASSUMPTION OF THE RISK AGREEMENT**

In consideration of being permitted entry to and/or use of the "Premises" of the Maynard Rod and Gun Club for whatever purpose, including but not limited to, the use of firearms, including but not limited to, crossbows and archery bows, by him or her and/or another, and with full knowledge that firearms, crossbows and archery bows are used and discharged on the "Premises" of the Maynard Rod and Gun Club, the Undersigned hereby agrees to the following:

- The Undersigned agrees to indemnify, hold harmless, and defend the Maynard Rod and Gun Club, its officers, agents and assigns, for and from any and all fault, liability, costs, expenses, claims, demands and/or lawsuits arising out of, related to, or in any way connected with any and all actual or alleged acts or omissions of the Undersigned in the course of the Undersigned's presence on and/or use of the Maynard Rod and Gun Club's premises, including but not limited to any range, building, facility and land.
- The Undersigned further waives, for himself/herself, and his or her heirs, next of kin, assignees, personal representative, administrator and executors, and any and all rights and claims for damages, losses, costs, demands and any other actions or claims whatsoever, which he or she may have or which may arise against the Maynard Rod and Gun Club, its officers, agents or assigns, including but not limited to, any damages to the Undersigned's property, illnesses, injuries, including mental or emotional distress, and

any other damages, including death, suffered by the Undersigned, which may in any way whatsoever arise out of, be related to, or connected with the use of firearms and/or crossbows or archery bows on the "Premises" of the Maynard Rod and Gun Club, by the Undersigned and/or another. The Undersigned, for himself/herself and his or her heirs, next of kin, assignees, personal representative, administrators and executors, expressly releases the Maynard Rod and Gun Club, its officers, agents and assigns, from any and all such claims and liabilities, included but not limited to, any claim of actual or alleged negligence on the part of the Maynard Rod and Gun Club, its officers, agents, servants or assigns.

- The Undersigned acknowledges and agrees that the use of firearms and/or crossbows or archery bows comes with a certain degree of risk.
- The Undersigned expressly assumes the risk of being on the "Premises" of the Maynard Rod and Gun Club where firearms and/or crossbows or archery bows are used.
- The Undersigned further expressly assumes the risk of discharging firearms and/or crossbows or archery bows by whomever and the firing of live ammunition by the Undersigned or another.
- The Undersigned expressly agrees that this release and agreement is intended to be interpreted as broadly and inclusively as permitted by law and that if any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provision shall not be impaired.

No remedy conferred by any of the specific provisions of this agreement and release is to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity.

The election of any one or more defenses hereunder by the Maynard Rod and Gun Club shall not constitute any waiver of the Maynard Rod and Gun Club's right to pursue other available defenses.

This agreement and release shall be binding on the Undersigned, his or her heirs, next of kin, assignees, personal representatives, administrators, and executors.

The Undersigned acknowledges that he or she has read all of the foregoing, that he or she fully understands each of the terms contained herein and that he or she has executed this agreement and release voluntarily.

The undersigned acknowledges that he or she has received a copy of and has read, agreed to, understood and will, at all the Maynard Rod and Gun Club, abide by and obey all ranges rules and procedures of the Maynard Rod and Gun Club.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_