

Print: \_\_\_\_\_

Last Name

First

Date

## WELD COUNTY FISH AND WILDLIFE ASSOCIATION NON-MEMBER AGREEMENT

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS AN AGREEMENT FOR RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND AN AGREEMENT NOT TO SUE.**

1. I understand and acknowledge that activities conducted at the Weld County Fish and Wildlife Association/High Plains Shooting Range (the Club) including but not limited to shooting, archery, etc., are inherently dangerous and hazardous and that participation in such activities exposes me to a substantial risk of death, serious personal injury, and damage to my property. I understand that such risk of death, injury and property damage is not limited to shooting activities and includes, but is not limited to, use of club equipment, lightning, and the presence of uneven terrain and rattlesnakes on the property. **I understand the nature of the dangers and risks involved in participating in Club activities and voluntarily choose to do so, and expressly assume all risks and dangers of such activities whether KNOWN OR UNKNOWN, inherent or otherwise.**

2. In consideration of being allowed to use the Club and its facilities, and participate in the activities provided by the Club, for myself and my spouse, legal representatives, heirs, successors and assigns, **I release and discharge the Club** and its directors, officers, employees and members (the Released Parties) **from all liability to me** and my spouse, legal representatives, heirs, successors and assigns, for any and all claims, suits, demands, loss or damage, including, without limitation, reasonable attorney's fees, arising out of or relating to my participation in Club activities, my presence at the Club or my use of any of its facilities, on account of injury to me, including injury resulting in my death, or damage to my property, **even when caused by the actual or alleged NEGLIGENCE** of any one or more of the Released Parties, or caused otherwise.

3. As further consideration for use of the Club and its facilities, and participation in Club activities, **I agree not to sue the Club** or any of the Released Parties **on account of injury to me**, including injury resulting in my death, or damage to my property arising out of or relating to my participation in Club activities, my presence at the Club or my use of any of its facilities. By agreeing not to sue, I hereby waive any and all right I have, now or in the future, whether directly or indirectly, to commence or prosecute any legal action, suit or other proceeding against any or all of the Released Parties arising out of or relating to my participation in Club activities, my presence at the Club or my use of any of its facilities.

4. As further consideration for use of the Club and its facilities, and participation in Club activities, **I agree to defend, indemnify and reimburse** the Released Parties and **hold the Released Parties harmless** from any liability, suit, claim, demand, cause of action, loss or damage, including, without limitation, reasonable attorney's fees and costs incurred by any Released Party, arising out of or relating to my participation in Club activities, my presence at the Club or my use of any of its facilities, any breach by me of any agreement or obligation of mine under this Agreement, or the use of, or presence at, the Club by me, including, without limitation, a member of my immediate family.

5. As further consideration for use of the Club and its facilities, and participation in Club activities, I agree that any and all claims of any kind brought against the Club shall be governed by the laws of the State of Colorado and that exclusive jurisdiction for the bringing of any such claim shall be in the District Court of Weld County, Colorado.

6. I understand and agree that for any minors (under the age of 18) who accompany me to the Club and who may use the Club facilities and who may participate in Club activities, I as parent or legal guardian am signing this Agreement on their behalf and all such minors are also bound by the terms of this Agreement. I understand and agree that I am waiving certain legal rights on behalf of any such minors and that if I did not agree to this condition such minors would not be allowed to participate in any Club activities or use any Club facilities.

7. I understand and agree that the provisions of this Agreement shall be binding upon me and my spouse, legal representatives, heirs, successors and assigns. I understand and agree that this Agreement between me and the Club is a

contract and is binding to the fullest extent of Colorado law and that if any part of this Agreement is held to be unenforceable, the remaining parts shall be binding and enforceable.

**I HAVE CAREFULLY READ THIS DOCUMENT WHICH INCLUDES AN ASSUMPTION OF RISK, A RELEASE OF LIABILITY, A PROMISE NOT TO SUE AND AN INDEMNIFICATION AGREEMENT. I UNDERSTAND WHAT IT SAYS. I AM AWARE I AM RELEASING CERTAIN LEGAL RIGHTS.**

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAMES OF ALL MINOR CHILDREN WHO HAVE BEEN OR MAY BE BROUGHT TO THE CLUB TO PARTICIPATE IN CLUB ACTIVITIES OR MAKE USE OF CLUB FACILITIES OR SERVICES.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**I UNDERSTAND AND AGREE THAT I AM SIGNING THIS AGREEMENT ON BEHALF OF THESE MINOR CHILDREN PURSUANT TO THE TERMS OF PARAGRAPH 6 ABOVE.**

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

*Printed by your friends at*

