

AGREEMENT AND RELEASE FROM LIABILITY

1. **Voluntary Participation.** I, _____, acknowledge that I have voluntarily agreed to participate in activities and to use the equipment and facilities at the premises of Coyote Valley Sporting Clays, 1000 San Bruno Ave, Morgan Hill, California ("C.V.S.C.").

2. **Assumption of Risk.**

I AM AWARE THAT MY PARTICIPATION IN OR OBSERVATION OF ANY ACTIVITIES AND THE USE OF C.V.S.C.'s EQUIPMENT AND FACILITIES, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO WALKING/HIKING ON LOOSE AND UNEVEN TERRAIN OR TRAILS, USING A GOLF CART OR ATV ON LOOSE AND UNEVEN TERRAIN OR TRAILS, SHOTGUN, RIFLE, AND HANDGUN SHOOTING, TARGET PRACTICE, COWBOY ACTION SHOOTING, THE USE OF FIREARMS BY MYSELF AND OTHERS, THE USE OF TRAP MACHINES, ARE ALL HAZARDOUS ACTIVITIES, AND THAT MY GENERAL PRESENCE AT C.V.S.C. AND OBSERVATION OF THESE ACTIVITIES ARE ALSO HAZARDOUS ACTIVITIES.

I ACKNOWLEDGE THE INHERENT RISK INVOLVED IN MY PARTICIPATION IN OR OBSERVATION OF THE ACTIVITIES AND USE OF C.V.S.C.'s EQUIPMENT AND FACILITIES WHICH INCLUDES, BUT IS NOT LIMITED TO, THE RISK OF SLIPPING OR FALLING ON THE GROUNDS; THE RISK OF BEING SHOT OR INJURED BY THE DISCHARGE OF A FIREARM; THE RISK OF BEING STRUCK BY TARGET OR BULLET FRAGMENTS OR RICOCHETS; THE RISK OF BEING INJURED BY A TRAP MACHINE BOTH THROUGH IMPROPER OR UNSAFE USE OR AN EQUIPMENT MALFUNCTION; SUFFERING HEARING LOSS, EYE INJURY, BURNS OR OTHER INJURY; INHALATION OR CONTACT WITH AIRBORNE CONTAMINANTS AND OR FLYING DEBRIS; OR BEING INJURED THROUGH MY OWN ACTIONS, ACTIONS OF OTHER PERSONS AND OR EQUIPMENT AT C.V.S.C.

I AM FULLY AWARE THAT ANY OF THE ABOVE CAN RESULT IN MY DEATH, PARALYSIS, EMOTIONAL INJURY AND / OR SERIOUS PERMANENT INJURY TO MYSELF, PROPERTY, OR TO OTHER PRESONS. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH, AND VERIFY THIS ASSUMPTION OF RISK STATEMENT BY PLACING MY INITIALS BELOW:

Initials: _____

3. **Release.** As consideration for being permitted by C.V.S.C., to participate in these activities and to use its equipment and facilities, I hereby agree that I, my assignees, heirs, distributees, and legal representatives will not make a claim against, sue, or attach the property of C.V.S.C., its agents, owners, officers, directors, employees, guests, event sponsors, event participants, volunteers and all other individuals or entities acting in any capacity on C.V.S.C.'s behalf, or associated with any event at C.V.S.C., on account of injury or damage, howsoever caused, by my own actions, or by the C.V.S.C., its agents, owners, officers, directors, employees, guests, event, sponsors, participants, volunteers and all other individuals or entities acting in any capacity on C.V.S.C.'s behalf, or otherwise associated with any event at C.V.S.C., as a result of my general presence or participation in any activities at C.V.S.C. I hereby release C.V.S.C., its agents, owners, officers, directors, employees, guests, event sponsors, event participants, volunteers and all other individuals or entities acting in any capacity on C.V.S.C.'s behalf, or associated with any event at C.V.S.C., from all actions, claims, or demands that I, my assignees, heirs, distributees, and legal representatives now have or may hereafter have for injury or damage resulting from my participation in any activities at C.V.S.C., and verify this statement by placing my initials below:

Initials: _____

4. **Indemnity.** If C.V.S.C., its agents, owners, officers, directors, or employees are required to incur attorney's fees and costs to enforce this agreement against me, my assignees, heirs, distributees, or legal representatives,

I agree to indemnify and hold them harmless for all such fees and costs, and verify this statement by placing my initials below:

Initials: _____

5. Medical Certification. I certify that I have no medical or physical conditions which could interfere with my safety and the safety of others in any activities at C.V.S.C., or if such conditions exist, I have made an informed judgment that these conditions are minor, and I am willing to assume the risks that my conditions create, directly or indirectly, and bear the costs and responsibilities for those conditions. I further certify that I have adequate insurance to cover any injury or damage I may cause or suffer, or else I agree to bear the costs of such injury or damage myself.

6. Severability. I agree that if any clause in this agreement is found to be unenforceable, such clause shall be severed and the balance of this agreement shall continue in full force and effect.

7. Governing Law and Venue. In the event that I file a lawsuit against C.V.S.C., I agree to do so solely in Santa Clara County, California. I also agree that California state law shall govern the validity and interpretation of this Agreement.

8. Knowing and Voluntary Execution. I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A **RELEASE OF LIABILITY** AND A CONTRACT BETWEEN ME AND C.V.S.C. AND I SIGN IT OF MY OWN FREE WILL.

Dated: _____

By: _____
Signature of Participant

By: _____
Printed Name of Participant

Address: _____
City State Zip

Phone: _____ Emergency Contact: _____

C.V.S.C. USE

Purch Date	Exp Date	By

LEGAL GUARDIAN'S CONSENT AND ACKNOWLEDGEMENT

(Must be completed for all guests under the age of eighteen)

The undersigned hereby declares that he or she is the parent or legal guardian of _____ (“Minor(s)”). In consideration of Minor being permitted by C.V.S.C. to participate in its activities and to use its equipment and facilities, the undersigned consents to each and every term in the foregoing Agreement and Release From Liability, and further agrees to indemnify and hold harmless C.V.S.C. from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. The undersigned certifies that Minor has no medical or physical conditions which could interfere with Minor’s safety and the safety of others in any activities at C.V.S.C., or if such conditions exist, the undersign has made an informed judgment that these conditions are inconsequential, and is willing to assume the risks that Minor’s conditions create, directly or indirectly, and bear the costs and responsibilities for those conditions.

Dated: _____

By: _____
Signature of Parent/ Legal Guardian