

TALLAHASSEE RIFLE & PISTOL CLUB, INC.

P.O. Box 7638 Tallahassee, Florida 32314-7638

<p>TO BE COMPLETED BY <u>TRPC MEMBER</u></p> <p>_____ NAME OF TRPC MEMBER TRPC MBR #</p> <p>_____ SIGNATURE OF TRPC MEMBER DATE</p> <p>_____ ADDRESS OF TRPC MEMBER</p> <p>_____ CITY, STATE, ZIP OF TRPC MEMBER</p> <p>_____ TRPC MEMBER TELEPHONE #</p>	<p>TO BE COMPLETED BY <u>GUEST</u></p> <p>PLEASE CHECK ONE: <input type="checkbox"/> GUEST <input type="checkbox"/> COMPETITOR AT MATCH <input type="checkbox"/> SPECTATOR AT MATCH</p> <p>_____ PRINTED NAME OF GUEST</p> <p>_____ ADDRESS OF GUEST</p> <p>_____ CITY, STATE, ZIP OF GUEST</p> <p>_____ GUEST TELEPHONE #</p>
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TRPC GUEST WAIVER

AGREEMENT, RELEASE, INDEMNIFICATION, COVENANT NOT TO SUE, AND WAIVER OF LIABILITY

(READ CAREFULLY BEFORE SIGNING. MUST BE FILLED OUT COMPLETELY AND LEGIBLY)

The undersigned agrees to abide by all Range Safety Rules, General Range and Club Rules, and Standing Rules of Tallahassee Rifle and Pistol Club, Inc., and the undersigned represents that he or she understands all of these rules, and was given the opportunity to ask for clarification of any of the rules before signing this Agreement. The undersigned understands that Tallahassee Rifle and Pistol Club, Inc. reserves the right to eject from the property and the premises any individual who violates any of the Range Safety Rules, General Range and Club Rules, and/or Standing Rules of Tallahassee Rifle and Pistol Club, Inc. or otherwise acts in any unsafe manner as determined by Tallahassee Rifle and Pistol Club, Inc. The undersigned agrees to peaceably leave the property and the premises of Tallahassee Rifle and Pistol Club, Inc. if so ejected.

The undersigned understands that any nonmember of Tallahassee Rifle and Pistol Club, Inc. who is not accompanied by a member of Tallahassee Rifle and Pistol Club, Inc. is trespassing, and subject to legal action. The undersigned further understands that trespassing with a firearm is a felony pursuant to the Florida Statutes. Additionally, the undersigned understands that any possession of a firearm by a person convicted of a felony or convicted of a misdemeanor crime of domestic violence is a serious crime prohibited by Federal law and/or Florida law, and that Tallahassee Rifle and Pistol Club, Inc. will cooperate fully with any and all Federal and State authorities with the investigation and prosecution of such crimes.

In consideration of the acceptance of my participation and/or the participation of my child or ward, directly or as a spectator, observer, range officer or safety officer, in any activity, class, lesson, competition, demonstration, use of any firearm range(s) and/or facilities, use of any air gun range(s) and/or facilities, use of any clay target range(s) and/or facilities, use of any action range(s) and/or facilities (including structures located thereon), use/rental of any firearm, use of the clubhouse, or any other use of any of the facilities whatsoever of Tallahassee Rifle and Pistol Club, Inc. (hereinafter, collectively, "Activity"), THE UNDERSIGNED AGREES TO ASSUME THE RISKS incidental to such participation and, on my own behalf, on behalf of my child or ward, and on behalf of my and my child's or ward's heirs, executors and administrators, I RELEASE, INDEMNIFY, HOLD HARMLESS, COVENANT NOT TO SUE, AND FOREVER DISCHARGE the Released Parties defined below, of and from all liabilities, claims, actions,

damages, costs or expenses of any nature arising out of or in any way connected with my participation and/or the participation of my child or ward in any such Activity. The Released Parties are Tallahassee Rifle and Pistol Club, Inc; its members, shareholders, officers, directors, employees, range masters, volunteer workers, independent contractors, agents, representatives, attorneys, insurers, successors and assigns; and its parent, related, affiliated and subsidiary companies. The undersigned expressly understands that the Release, Indemnification, Covenant Not to Sue, and Waiver of Liability provisions of this Agreement clearly and unequivocally include and apply to any claims based on the negligence (whether active or passive), ownership of any dangerous instrumentality, ownership of the premises, action or inaction of or by any of the above Released Parties, including, but not limited to, claims for bodily injury, death and property damage or loss suffered by me, my child or ward as a result of such participation in any Activity. Additionally, the undersigned further agrees to indemnify and hold the Released Parties harmless from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my participation and/or the participation of my child or ward in any Activity which results in the personal injury or death of anyone whatsoever, or loss or damage to the property of anyone whatsoever (including the loss of use thereof).

This Agreement shall be governed by the laws of the State of Florida, and any legal action arising out of participation by myself, my child or ward in any Activity, or any litigation relating to the enforcement of this Agreement shall be commenced exclusively in either the Circuit Court of the Second Judicial Circuit in and for Leon County, Florida, or the County Court in and for Leon County, Florida, as appropriate.

In entering into this Agreement, I hereby grant the Released Parties a limited power of attorney and authorization to obtain, at my cost, any and all emergency medical treatment that may be needed by myself, my child or ward as a result of participation in any Activity. For the purposes of this Agreement, emergency medical treatment means medical care or treatment necessitated by a sudden, unexpected situation or occurrence resulting in a serious medical condition demanding immediate medical attention. However, I release, indemnify, hold harmless, covenant not to sue, and forever discharge the Released Parties of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with the exercise or the failure to exercise such limited power of attorney and authorization, whether negligent or otherwise.

I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by law, and that if any provision of this Agreement is held illegal, invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby, and such invalid part, term or provision shall not be deemed part of this Agreement. I further agree that any ambiguities in this Agreement shall not be construed in favor or against any party by virtue of that party having drafted the Agreement. No remedy conferred by any of the specific provisions of this Agreement is intended 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 or by statute or otherwise. The election of any one or more remedy hereunder shall not constitute any waiver of the right to pursue other available remedies.

I certify that I am eighteen (18) years of age or older and that I am entering into this Agreement on my behalf and/or as parent or guardian of a child or ward under the age of eighteen (18). I further certify that I have received permission from the parent or other legal guardian of any child or ward accompanying me (who is not my child or legal ward) to allow such child or ward to handle and discharge firearms, and that I am authorized to enter into this Agreement on their behalf. I expressly understand that the aforementioned Activity may include the discharge of firearms and the firing of live ammunition. **I agree that I (and any child or ward accompanying me) will wear appropriate eyesight and hearing protection at all times while on any firing range.** I further certify that I have completely read the foregoing and I expressly agree to all of the provisions of this Agreement.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> GUEST SIGNATURE	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> DATE
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<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> PRINTED NAME OF CHILD (OR WARD)
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> DATE OF BIRTH OF CHILD (OR WARD)