

APPENDIX C

MINOR PARTICIPANT WAIVER, RELEASE and INDEMNIFICATION AGREEMENT

Please read carefully before signing!

This is a release of liability and waiver of certain legal rights!

In consideration for \_\_\_\_\_, a minor being permitted to participate in activities at the Range of Astoria Logistics Group, LLC the undersigned parent or guardian off the above minor, for himself/herself and on behalf of said minor, agrees to the following waiver and release of liability of the following, referred to herein as "Indemnified Parties"; Astoria Logistics LLC and its member organizations, Astoria (501c) Disabled Veteran Association, School of Arms, the City of Soledad, and ALL subsidiaries, divisions, partners, parent and affiliated organizations of such parties and ALL such parties representatives, partners, designees, officers, directors, shareholders, members, managers, employees, agents, concessionaires, volunteers, successors and assigns.

I, for myself and on behalf of said minor, acknowledge that the discharge of firearms, archery, and/or steel, paper, clay target shooting has inherent risks hazards, and dangers for anyone that cannot be eliminated. I, for myself and on behalf of said minor, understand that these risks, hazards and dangers include without limitation:

- 5. Risk of handling firearms and/or archery implements and being near others that have devices in their possession;
- 6. Risk of ear damage from noise;
- 7. Risk of injury from ammunition, clay targets, fragmentation, ricochets, and shots from other firearms and archery implements;
- 8. Inclement weather conditions.

I, for myself and on behalf of said minor, understand that eye and ear protection is required, is mandatory, and is not optional. I, for myself and on behalf of said minor, understand the risks, hazards, and dangers as described above and have had the opportunity to discuss them with the Range Master or Range Safety Officer. I, for myself and on behalf of said minor, understand that these activities may require good physical capability and a degree of skill and knowledge. I, for myself and on behalf of said minor, believe that said minor has good physical capability and the degree of skill and knowledge necessary for said minor to engage in these activities safely. I, for myself and on behalf of said minor, have read and understand my, and said minor's responsibilities delineated in the Range Safety Rules. Said minor's participation in this activity is purely voluntary. No one is forcing me or said minor to participate, and he/she elects to participate despite the risks. I, for myself and on behalf of said minor, are voluntarily using the services of the Indemnified Parties with full knowledge of the inherent risks, hazards, and dangers involved and hereby assume and accept any and all risks of injury or death.

Lastly, I, for myself, and on behalf of said minor, for himself/herself, his/her heirs, successors, executors, and subrogates, hereby knowingly and intentionally waive and release, indemnify, and hold harmless the Indemnified Parties, and each of them, from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with said minors participation in this activity including, but not limited to, negligence of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, or death to said minor or his/her property as a result of said minor engaging in these activities or the use of these services, or equipment, where such damage, loss, injury, or death results from negligence of the Indemnified Parties or from some other cause. I, for myself, and on behalf of said minor, for himself/herself, his/her heirs, my successors, executors, and subrogates, further agree NOT to sue the Indemnified Parties as a result of any damage, loss, injury, or death suffered in connection with my use and participation in the activities of the Indemnified Parties.

I acknowledge having read this waiver and release in its entirety and to being bound by its provisions in their entirety.

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_

Certain individuals are restricted or prohibited from possessing firearms, ammunition, and/or dangerous weapon because of a court order, prior conviction, immigration status, or other reason.

Mark appropriate box:

MINOR IS NOT RESTRICTED       MINOR IS RESTRICTED