



WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

Background

The New Holland Rifle & Pistol Club, Inc. ("NHRPC") is a non-profit corporation organized to operate a shooting facility located at 589 Meetinghouse Road, Gap, Pennsylvania 17527. The undersigned user ("User") wishes to enter the NHRPC for the purposes of shooting firearms, observing the shooting of firearms, judging firearms competitions, selling food, beverages, or merchandise to others at the NHRPC, and/or for some other purpose that the NHRPC intends to grant User the right to enter the facility. However the firearms activities that occur at the NHRPC are inherently dangerous and may result in death, personal injury and property damage. Therefore, as a condition to granting User the right to enter the facility, the NHRPC requires User to execute this Waiver, Release and Indemnification Agreement (this "Release").

Waiver, Release and Indemnification

In consideration of permitting the User to enter the NHRPC, User, for User's self and User's heirs, executors, administrators, and assigns, agrees as follows.

1. User voluntarily releases, discharges, waives, and relinquishes any and all actions or causes of action for personal injury, property damage, or wrongful death occurring to User as a result of engaging in or being present for activities at the NHRPC facility. IT IS THE INTENTION OF THE UNDERSIGNED BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE NHRPC OR ANY OF ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES; INCLUDING VOLUNTEERS, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.
2. User has read or agrees to read and abide by the Rules and Regulations of the NHRPC, which are posted at various locations at the NHRPC.
3. User agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against NHRPC, User shall indemnify and save harmless the same NHRPC and any of its officers, agents, servants or employees, including volunteers, from any and claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death.
4. User agrees that the foregoing release is intended to be as broad and inclusive a permitted by the laws applicable in the Commonwealth of Pennsylvania, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
5. User acknowledges that User has been fully and completely advised of the potential for serious accident incidental to engaging in firearms activities, including the potential for death, personal injury and property damage, and expressly agrees to assume all risks of loss, damage or injury that may be sustained by the User.
6. User represents that the User has an unencumbered right to possess, handle, and operate any firearm brought onto the premises.
7. User agrees that if User participates in shooting sports at NHRPC, User is doing so for lawful purposes only, and does not intend to apply or associate any activity conducted at NHRPC toward a violation of state or federal law, or in any way act to deprive anyone of their rights under the Constitution of the United States or the Commonwealth of Pennsylvania.
8. User has read the foregoing paragraphs and voluntarily signs this agreement being fully aware of legal consequences of signing the within instrument

User Name: _____

User Address: _____

User Telephone Number: _____

Signature: _____ Date: _____

If User is under 18 years old:

I, parent/guardian of User, consent and agree to his/her waiver, release, and indemnification as provided above and I, for myself and on behalf of my and User's heirs, executors, administrators, and assigns, hereby waiver, release, and agree to indemnify NHRPC from any and all claims incident to User's presence at or use of the NHRPC.

User Name: _____

Parent/Guardian Name: _____

User/Parent/Guardian Address: _____

Parent/Guardian Telephone Number: _____

Signature: _____ Date: _____