

**BASS RIVER ROD AND GUN CLUB, INC.**  
**MEMBER /GUEST RELEASE AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_, of \_\_\_\_\_  
(Print Name) (Print City or Town & State)

in consideration of my being allowed to participate in the activities of the Bass River Rod And Gun Club, Inc. of Yarmouth, Massachusetts (“the Club”) whether as: (a) a guest of the Club: (b) a guest of a member of the Club: (c) a new member; or (d) an existing member renewing his or her membership in the Club, hereby **release** the Club, its officers, directors, members and their respective agents and employees, and their heirs, successors, executors, administrators, personal representatives and assigns, and those other persons and organizations affiliated with the Club, from any and all liability, loss, damage, costs, suits and/or causes of action, including but not limited to all demands and lawsuits for bodily and personal injuries or death or property damage (“Claims”) arising directly or indirectly out of my participation in, observation of, or attendance at the Club’s activities including, but not limited to those specific activities listed and described below, whether such activities occur on the Club’s premises or Club activities occurring at an off-site location.

2. The Claims released by me shall include any and all known and unknown claims for, on account of, or in any way growing out of, directly or indirectly, personal injuries or property damage which I may now or hereafter have, as well as claims or causes of action for damages which I may have or hereafter acquire as the parent or legal guardian of any minor for whom I may for any reason bring upon the Club premises at any time.

3. I understand that there are **inherent risks** of serious personal injury involved in the use of firearms (including handguns, rifles and shotguns), archery (bows and arrows), black powder shooting, steel targets, trap shooting, skeet shooting, clay target machines, muzzle loading and the attendance at any events, competitions or practice sessions which involve any of said activities, and I freely and voluntarily assume and accept those risks for myself and any minor whom I may for any reason bring upon the premises of the Club for any reason at any time. I hereby agree to assume any and all such risks, hazards and dangers involved in participating in and/or observing any activities conducted by the Club, including those involving the use of firearms and arising out of or due to negligence. Such risks, hazards, and dangers include, but are not limited to, potential eye damage, ear damage, hearing loss, burn hazards, lead poisoning, bodily injury, serious bodily injury, and/or death. I further understand and acknowledge the risks, hazards and dangers inherent in these activities including, but not limited to, the damage to or theft of my personal property. I also fully understand and acknowledge that such risks, hazards, and dangers being assumed by me may increase during the time I am participating in and/or observing any and all Club conducted activities.

4. I understand and acknowledge that among the risks which are inherent in the participation and/or observation of the above listed Club activities are the chance of being struck by a bullet fired directly from a firearm or a ricochet bullet, being struck by an arrow, the chance of premature or uncontrolled detonation of black powder, the chance of being struck by shotgun pellets or fragments of broken clay targets, the chance of tripping and/or falling on rough, slippery or uneven ground and the chance of being burned or scalded by indoor or outdoor fires or injured by inclement weather, among other risks. I further acknowledge that lead exposure presents severe risks to women who are pregnant or nursing, as well as her fetus or child she is nursing; thus if applicable to me, I agree that I will not engage in any Club activities if I am or become pregnant, or while nursing. Said risks as are enumerated above are intended to be illustrative only, and not a comprehensive listing of all risks known or unknown to the Club which are inherent in any or all of the activities conducted by Club members or their guests.

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5. I hereby represent and warrant to the Club that I have taken comprehensive steps of my own choosing to familiarize myself with any and all safety precautions recommended by the recognized authority and/or governing body (whether state-wide, national or international) of each such activity; for example, the National Rifle Association, The Massachusetts Division of Fish and Wildlife, USA Archery, National Muzzle Loading Rifle Association, or any other appropriate organization that has created and published safety rules and procedures for the activity in which I intend to participate or be an observer on Club premises. Furthermore, I hereby acknowledge that prior to the actual handling or use of any handgun, rifle, shotgun, ammunition (whether smokeless powder or black powder), muzzle loading or primitive firearm, archery (bow and arrow) equipment, or any other related equipment to be used by myself or any minor whom I may bring upon the premises of the Club, I have received thorough instruction on the use of such items as are to be used in the activity by myself or such a minor, and that I fully understand the function, operation and safety procedures of each of said items. With regard to any of such items which I myself may bring upon the premises of the Club, I acknowledge that I have been provided with, and have completely read and understand, the manufacturer's instructions provided to me by the retailer of any such item. I have also read and understand the National Rifle Association's "Safety Rules." In addition, I have reviewed, understand, and agree to abide by, the Club's Safety Rules, and the Range Rules posted on signage at any range at the Club where I may participate in or observe any activity, including the Club's indoor range. I acknowledge that the representations made in this paragraph are not mere recitals, and that the Club is reasonably relying upon them in allowing me onto its premises and to participate in the activities that are the subject of this release.

6. I represent that I am not prohibited from owning, possessing, controlling, purchasing, selling, or transferring firearms under State or federal law. I specifically certify that: (a) I have not been convicted of any felony; (b) I have not been convicted of any misdemeanor crime of domestic violence; (c) I have not been convicted of any violation of 18 U.S.C. § 922; (d) I am not subject to any injunction or order of protection that would prohibit my possession of a firearm; (e) I have not been deemed by a Court of law as legally incompetent as result of a mental illness or substance abuse; and (f) I have never been affiliated with or belonged to any gang or other illegal organization involved or engaged in any illegal activities (including international or domestic terrorist organizations that advocate the violent overthrow of the United States government). I acknowledge that the representations made in this paragraph are not mere recitals, and that the Club is reasonably relying upon them in allowing me onto its premises and to participate in the activities that are the subject of this release.

*7. This release and indemnity includes a complete release of any and all claims related to the design, selection, installation, maintenance, construction, operation, adjustment, supervision or use of the Club's facilities and equipment, and of any guns, ammunition, and archery equipment used in said activities, including but not limited to any claim based upon negligence, breach of warranty, breach of contract, failure to warn or other legal theory and including claims based upon or related to health or safety concerns or dangers arising from or related to lead contamination or other environmental hazards (including but not limited to airborne lead or other harmful dust, particles, fumes or smoke that may lead to or cause respiratory or other illness).*

8. I accept and assume, for myself and any minor that I may bring onto the Club's premises or to a Club activity, the full and complete legal responsibility and legal liability for any injury, death or damage that may directly or indirectly occur to any person (including the minor and myself) which in any way results from the presence of any minor who I bring upon the Club premises at any time for any reason, whether or not he or she is participating in any Club activity.

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9. **I agree to hold harmless and indemnify** the Club and its officers, directors, members, and their respective agents and employees and their heirs, executors, administrators, personal representatives and assigns, from any and all Claims arising from or related to my participation in, observation of, or attendance at any shooting, archery activity or the use of any gun, ammunition, archery, or other equipment or facilities related thereto which are in any way associated with the Club's Activities including claims arising from the participation of any minor brought upon the Club premises by me.

10. **I further consent to expulsion** from the Club conducted activities, including but not limited to permanent expulsion from the Club as allowed by its By Laws, rules and regulations, should I engage in any unsafe act, including but not limited to, the use of alcohol or any other substance that may impair my judgment or ability to safely participate in and/or observe the Club's conducted activities.

11. This agreement is governed by the applicable laws of the Commonwealth of Massachusetts, without reference or regard to conflicts of laws principles, and if any of the provisions in this agreement are held to be invalid, such provision shall be stricken and the remainder of the agreement shall not be invalidated, but rather, shall remain enforceable and binding upon me, and continue in full force and effect.

*I, the undersigned, have read and understand this RELEASE and INDEMNITY AGREEMENT as printed on all three pages of this document on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.*

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Member # \_\_\_\_\_

WITNESS:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_