

MINOR

BASS RIVER ROD AND GUN CLUB, INC.

CONSENT OF PARENT/GUARDIAN AND RELEASE & INDEMNITY AGREEMENT

Pursuant to Mass. General Laws chapter 140, section 130-1/2, which states that it shall be lawful to furnish a firearm to a minor for hunting, recreation, instruction and participation in shooting sports provided that the parent/guardian of the minor grants consent for such activities, I, _____, the parent or legal guardian of the minor _____ (the "Minor"), hereby consent to said Minor's participation in the Bass River Rod And Gun Club, Inc.'s rifle, handgun and/or shotgun shooting program(s) and activities ("Junior Shooting Activities"). I further consent to said Minor's participation in the Bass River Rod And Gun Club, Inc.'s archery program(s) and activities ("Archery Activities").

2. In consideration of the Minor, for whom I am the parent/guardian and person responsible for his/her care, being allowed to participate in Junior Shooting Activities and/or Archery Activities of or at the Bass River Rod And Gun Club, Inc. of Yarmouth, Massachusetts (the "Club"), and in consideration of my being allowed to have the Minor accompany me or my adult designee during such times as I or my designee may give instruction to the Minor in rifle, handgun and/or shotgun shooting and/or archery on the Club's ranges or grounds, I, the parent/guardian of the Minor, 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 sustained by the Minor ("Claims") arising directly or indirectly out of said Minor's participation in the Club's Junior Shooting Activities and/or Archery Activities, including in instruction, training and competition activities, whether in connection with said Minor's use of the Club's facilities (including firing and archery ranges, target carriers and backstops), or the facilities of any other rod and gun club or sportsmen's club or shooting/archery range whose junior rifle, handgun, shotgun and/or archery shooters compete with the Club's juniors, or said Minor's presence during such use by any other person, including but not limited to myself and/or arising out of the use of the Club's rifle, handgun, shotgun or archery ranges or facilities during junior shooting or archery instruction given to said Minor by me or my adult designee.

3. I specifically understand that said activities include the operation and use by said Minor and/or others of rifles, handguns, shotguns and ammunition, range facilities, equipment (such as target carriers and backstops), bows, arrows and related equipment, devices and materials. This Release and Indemnity is also given on behalf of myself and said Minor's heirs, successors, administrators, executors, personal representatives, and assigns.

4. 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 the Minor. I hereby agree to assume and accept on behalf of myself and the Minor 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 the Minor's personal property. I also fully understand and acknowledge that such risks, hazards, and dangers being assumed by me on behalf of the minor may increase during the time I or the Minor participate in and/or observe any and all Club conducted activities.

Initial Here: _____

5. I understand and acknowledge on behalf of the Minor 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, 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 the Minor, I agree that she will not engage in any Club activities if she is or becomes 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.

6. Claims released by me on behalf of the Minor 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 the parent/guardian of the Minor, as well as claims or rights of action for damages which the Minor has or hereafter may acquire, either before or after he/she has reached the age of majority resulting from the Minor's participation in the Club's Junior Shooting Activities and/or Archery Activities and/or instruction by me or my adult designee.

7. Prior to actual handling or use of any gun, ammunition, archery equipment, range or related equipment or accessories, I have determined that the Minor has developed sufficient maturity to receive, understand and follow instructions in the safe use of all such guns, ammunition, archery equipment, and equipment and accessories to be used in shooting and/or archery activities, including but not limited to guns and/or archery equipment to be used in any safety or training course or competition, and I am confident that the Minor can and will fully understand their proper use and function while I or my adult designee are giving said Minor any such instruction. I assume and accept complete legal responsibility and legal liability for any and all personal injury or property damage that may result therefrom.

8. I represent and warrant to the Club that at all times that the Minor is to receive instruction (which term shall include "plinking," "practice" and "informal target shooting") from me or my adult designee, the person giving such instruction has in his/her possession either a valid Massachusetts Firearms Identification Card (in the case of instruction with non-large capacity rifles or shotguns) or a valid Massachusetts License to Carry Firearms (in the case of instruction with handguns or large capacity rifles or shotguns).

9. 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 above said facilities and equipment, and of the 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).

Initial Here: _____

10. I accept and assume, for myself and the Minor, the full and complete legal responsibility and legal liability for any damage, injury or death that may directly or indirectly result to said Minor or myself which in any way results from the Minor's participation in the Club's Junior Shooting Activities and/or Archery Activities and/or instruction by me or my adult designee, without exception.

11. *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 said Minor's participation in or attendance at any junior shooting or archery activity or the use of any gun, ammunition, archery equipment or facilities related thereto which are in any way associated with the Club's Junior Shooting Activities and/or Archery Activities or with said Minor's use of the Club's ranges, including while under the supervision and/or instruction of myself or my adult designee.*

12. This agreement is governed by the applicable laws of the Commonwealth of Massachusetts, without reference or regard to conflicts of laws principles, and that 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 the Minor, 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 _____, 20 ____.

BY AFFIXING MY SIGNATURE BELOW, I REPRESENT THAT I HAVE THE LAWFUL AUTHORITY AS THE MINOR'S PARENT OR LEGAL GUARDIAN TO DO SO.

PARENT/LEGAL GUARDIAN:
Signature: _____
Print Name: _____
Street Address: _____
City, State & Zip: _____

WITNESS:
Signature: _____
Print Name: _____