

**WAIVER, RELEASE OF LIABILITY, DISCHARGE, COVENANT NOT TO SUE, HOLD HARMLESS
AGREEMENT AND ACKNOWLEDGMENT OF ASSUMPTION OF RISK**

The undersigned represents he is above the age of 18 years, is a citizen of the United States, has not been convicted of a felony and has no legal restriction upon his use or possession of a firearm. The undersigned seeks to enter/use the facilities of **THE CHAIN O'LAKES SPORTSMAN'S CLUB (COLSC)**. COLSC operates upon real estate owned by The Founders Group, LLC.

The undersigned, as part of the consideration for the right to enter and use the facilities and services of COLSC, does hereby voluntarily enter into this WAIVER, RELEASE OF LIABILITY, DISCHARGE, COVENANT NOT TO SUE, HOLD HARMLESS AGREEMENT AND ACKNOWLEDGMENT OF ASSUMPTION OF RISK and hereby consents and agrees that:

1. Acknowledgment of Danger and Inherently Dangerous Activities. I acknowledge that engaging in sport shooting is inherently dangerous. I further acknowledge that no matter what precautions the COLSC may take and no matter what precautions I may take, including but not limited to wearing of various types of protective gear (including hearing and eye protection), that I or others could experience injury of a very serious nature and/or death as a result of an accident or incident. Injuries that might be experienced might include, but are not limited to: death, total or partial paralysis, blindness, eye injury, heat stroke, frostbite, fractures and bruises. Equipment and other property may also be damaged or destroyed. ____ (Initial here)

2. Causes. The risks and dangers may be caused by the negligence of the owners, operators, employees, officer. or agents of the COLSC, the negligence of participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes. ____ (Initial here)

3. Personal Responsibility. I will visually and physically inspect the areas which I intend to use and will not enter or use any range, shooting station or other area of COLSC property or equipment unless I have first determined to my personal satisfaction that it is safe to do so. I will take special care to make myself aware of other people in the areas, including users and spectators, and will take care to avoid injury to them while also making special note to take evasive and preventive measures to insure me and my party member's safety from the negligence of any other person. I will not rely upon the COLSC to insure a safe environment, but will make my own determination of safety. There has not been any express or implied representation made on behalf of the COLSC or the Founders Group except as set forth in this Agreement. ____ (Initial here)

4. Assumption of Risks. I acknowledge and represent that I am familiar with the significant risks and dangerous nature involved with the use of firearms and archery equipment, including but not limited to causing death or serious bodily injury to me and others, and causing damage(s) to property, and understand there is no less danger because of participating in sport shooting at the COLSC. By my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct (including omissions) of COLSC and/or Founders Group, LLC, and the owners, agents, officers, employees of any of them, or by any other person. ____ (Initial here)

5. Waiver, Release of Liability, Discharge, Covenant Not to Sue and Hold Harmless. I hereby agree to indemnify, without qualification or limitation, each of COLSC and/or Founders Group, LLC, and each successor, assignee, owner, shareholder, director, officer, employee, agent, representative, attorney, independent contractor, subsidiary, and/or affiliate and each and every person who acted by, through, under or in connection with any of them (collectively, "Released Parties") and covenant to defend and hold each of the Released Parties harmless from and against any and all claims, causes of action, demands or charges of every kind and nature, which any third party or person may claim to have or to hold for property damage or personal injuries or any other damages including death, arising from any cause or reason, of every kind and nature pertaining to this Agreement originating from my relationship with any of the Released Parties and any activity directly or indirectly arising from or contemplated by this Agreement. I further hereby voluntarily, unconditionally and irrevocably agree not to sue and further voluntarily, unconditionally and irrevocably agree to release, waive and discharge each of the Released Parties from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may in any way in relate to or arise from my activity at the COLSC whether caused or contributed to, in whole or in part, by the negligence of any the Released Parties. I specifically understand that I am agreeing not to sue or otherwise initiate legal, equitable or similar action, or to otherwise file a complaint or other action for controversy resolution, or otherwise seek recovery of losses, costs or expenses of any nature whatsoever, known or unknown, suspected or unsuspected, anticipated or unanticipated, fixed or contingent, including, without limitation, wrongful death and any and all personal injuries, known or unknown, and death and/or personal injuries to third parties, and injuries to property, real or personal, known or unknown, against any of the Released Parties, caused by any reason whatsoever related to the COLSC's premises and/or facilities. I fully understand

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that I am releasing, discharging and waiving any claim or cause of action that I may have presently or in the future against any of the Released Parties arising from activity at the COLSC. _____ (Initial here)

6. 1 Will Follow the Rules. I certify that I am in sufficient physical and mental condition to engage in sport shooting on this range. I swear that I have read and understand, and I agree to strictly abide by and comply with the COLSC Shooting Complex Rules at all times. I further understand that any observed infraction by me or my guest(s) of any shooting rule or common safety rule could subject me and/or my guest(s) to summary ejection from the COLSC property. _____ (Initial here)

7. Minors. The signature of a minor and one of his parents or legal guardian binds the minor and his family. Any minor unaccompanied by a parent or guardian who has not previously signed this release will be denied shooting privileges on the COLSC property. _____ (Initial here)

8. Severability and Interpretation. Any provision of this contract which may be legally unenforceable shall be ineffective only to the minimum extent unenforceable without invalidating the remaining provisions of this contract. The terms of this WAIVER, RELEASE OF LIABILITY, DISCHARGE, COVENANT NOT TO SUE. HOLD HARMLESS AGREEMENT AND ACKNOWLEDGMENT OF ASSUMPTION OF RISK shall in every event be interpreted in the manner most favorable to each of the Released Parties. By executing this agreement I acknowledge that this waiver and release applies to each and every time I may come upon the COLSC property, regardless of whether COLSC, the Founders Group, LLC or their employees or agents are aware of my or my guest(s)' presence. _____ (Initial here)

9. BINDING UPON HEIRS, SUCCESSORS AND ASSIGNS: I understand and intend that this contract binds my heirs, executors, administrators, personal representatives, successors and assigns, as well as myself. _____ (Initial here)

10. This WAIVER, RELEASE OF LIABILITY, DISCHARGE, COVENANT NOT TO SUE, HOLD HARMLESS AGREEMENT AND ACKNOWLEDGMENT OF ASSUMPTION OF RISK is a contract between the signatories hereof and COLSC and Founders Group, LLC and its officers, agents, employees and assigns; it is executed in contemplation of the protections and defenses contained in the Michigan Sport Shooting Act, MCL 691.1544, but the protections afforded COLSC and Founders Group herein are considered to be in additions to the protections of the Act. _____ (Initial here)

I HAVE READ THE ABOVE WAIVER, RELEASE OF LIABILITY, DISCHARGE, COVENANT NOT TO SUE, HOLD HARMLESS AGREEMENT AND ACKNOWLEDGMENT OF ASSUMPTION OF RISK AND BY SIGNING IT I REAFFIRM

IT IS MY INTENTION TO EXEMPT AND RELIEVE EACH OF THE RELEASED PARTIES FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. _____ (Initial here)

Printed Name: _____

Mailing address: _____

City: _____ **State** _____ **Zip** _____

Phone: _____ **email:** _____

d/o/b _____

Signature: _____ **Date** _____

Sign. of Minor's Parent or Legal Guardian: _____