



**WAIVER OF LIABILITY; INDEMNIFICATION AGREEMENT
AND COVENANT NOT TO SUE (For Guests)**

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR INJURIES TO YOURSELF OR YOUR PROPERTY ARISING OUT OF YOUR USE OF CHEROKEE ROD & GUN CLUB, INC., NOW OR ANY TIME IN THE FUTURE.

I, the undersigned user, hereby acknowledge and agree that target shooting, the use of firearms and the use of the Cherokee Rod & Gun Club (CRGC) may be dangerous and may involve the risk of serious bodily injury. I have full knowledge of the nature and extent of all of the risks associated with the use of the CRGC facilities, including, but not limited to: (1) all manner of injury, including, but not limited to death and/or paralysis, arising from target shooting. The use of archery equipment, and/or the use of firearms or their discharge; (2) injuries resulting from intentional or inadvertent discharge of firearms by myself or others using the CRGC facilities, including loss of hearing, burns, blindness, or other injury; (3) injuries resulting from explosions, contact with projectiles and hardware; and (4) failure or misuse of any equipment, whether owned and maintained by CRGC or otherwise. I have been encouraged to use vision and hearing protection at all times when present on the facilities of CRGC. If I choose not to use such protection, I agree to assume the additional risks associated with lack of their use. I acknowledge that the above list is not inclusive of all the possible risks associated with my use of CRGC and that the above list in no way limits the extent of this Waiver of Liability/Indemnification Agreement and Covenant Not to Sue.

In consideration of my use of CRGC, I agree to release and, on behalf of myself, my heirs, representatives, executors, administrators and assigns, **HEREBY DO RELEASE** CRGC, its owners, shareholders, officers, directors, employees and agents from any cause of action, claim, or demand of any nature whatsoever (except for their gross negligence or willful misconduct) which the Releasors may now have or have in the future against the CRGC Releasees on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my use of CRGC, whether that use is supervised or unsupervised, and however the injury or damage is caused, including but not limited to the negligence of the CRGC Releasees. I further covenant that I shall bring no civil action against the CRGC Releasees based upon any of the foregoing. I understand that I will be solely responsible for any loss or damage including, but not limited to, death or paralysis, that I may sustain while using CRGC and that by signing this Agreement, I am relieving the CRGC Releasees of any and all liability for such loss, damage or death (other than as a result of their gross negligence or intentional misconduct).

I do hereby further agree to **INDEMNIFY AND HOLD HARMLESS** the CRGC Releasees from any and all causes of action, claims, demands, losses or costs of any nature whatsoever (except for those resulting from the gross negligence or willful misconduct of the CRGC Releasees) arising out of or in any way relating to my use of CRGC. I further certify that I am in good health and that I have no physical limitations that would preclude my safe use of CRGC.

I acknowledge that the foregoing agreement is intended to be as broad and inclusive as permitted by the law of the State of Tennessee and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. I understand that the terms of this agreement are legally binding and that I am signing this agreement, after having carefully read it, of my own free will.

IN WITNESS WHEREOF, I have executed this agreement this _____ day of _____, 20____.

User Signature: _____ Date of Birth: _____ Age _____

Name (Print): _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Secondary Phone: _____

Emergency Contact Name: _____ Phone: _____

If User is under 18 years old: Parent/Guardian Consent

I, as parent or guardian of the above minor under 18 years of age, hereby consent, on behalf of the said minor, to the terms and conditions set forth in this **Waiver of Liability; Indemnification Agreement and Covenant Not To Sue.**

Parent/Guardian Signature: _____ Print Name _____