

Print name (**Legibly**): \_\_\_\_\_

## Instructions

1. **Initial on the four lines** indicated on the first two pages of the *Release of Liability and Assumption of Risk* to certify that you understand and agree to comply with the terms and conditions.
2. **Complete, sign and date** the top part of the third page of the *Release of Liability and Assumption of Risk*. (**Print name legibly**)
3. If also signing for a minor, complete the lower part of page 3. A parent/guardian must complete the entire waiver even if not participating themselves.
4. Leave the completed papers with the instructor.

*Address any questions about Emerald Empire Gun Club to*  
[eeeginformation@gmail.com](mailto:eeeginformation@gmail.com)

# EMERALD EMPIRE GUN CLUB

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

This Release of Liability and Assumption of Risk Agreement (“Agreement”) is made between Emerald Empire Gun Club and the individual whose name and signature appears on the bottom of this agreement (“undersigned”). The Emerald Empire Gun Club (“EEGC”) is a shooting range and training facility located at 36111 McGowan Creek Road in Springfield, Oregon that hosts active shooting ranges for firearms and archery equipment (“firearms”), in addition to providing meeting spaces for Club meetings, firearm safety classes, related trainings, and other events. By the nature of its business, all entrants onto EEGC property and facilities will have direct contact with active firearms, which necessarily includes the undertaking of all risks inherent to that contact.

### **Release Agreement**

The undersigned understands and agrees that this Agreement is made in consideration for the use of the equipment and facilities of the EEGC, including access to the EEGC’s property and improvements, whether as a member or guest of the EEGC, or as a guest for an unrelated event hosted on the EEGC’s premises. The undersigned further understands and agrees that use of the EEGC’s facilities will place the undersigned, and/or his or her guests, including minor children, in direct contact with the use of firearms including all risks inherent to that contact, which can include, but are not limited to, the following, all of which can bring a significant risk of damage to personal property, severe bodily injury, and death:

- Accidental discharge of firearms
- Intentional or unintentional improper use of firearms
- Ricochets and flying fragments
- Defective firearms and/or ammunition
- Excessive noise
- Bright lights or flashes
- Excessive heat
- Lead and Other Heavy Metals Exposure
- Improper Storage or Care of Firearms

By signing this Agreement, the undersigned knowingly and voluntarily releases the EEGC from any and all claims for damages for persons or property, including for serious bodily injury or death, which the undersigned, or his/her minor children, may suffer in connection with the undersigned’s, or his/her minor child’s of the EEGC property and facilities, or from the action or inaction of any officer, manager, employee, agent, member, guest, or other visitor of the EEGC. THIS UNDERSIGNED EXPRESSLY WAIVES ANY CLAIMS FOR LIABILITY THE UNDERSIGNED, OR HIS/HER MINOR CHILDREN, MAY HAVE AGAINST THE EEGC FOR ITS OWN NEGLIGENCE OR THE NEGLIGENCE OF ITS OFFICERS, MANAGERS, AND EMPLOYEES. The only claims not released by the undersigned are those based on willful or intentional misconduct.

\_\_\_\_\_ (initials to indicate read & reviewed)



**Express Assumption of Risk**

The undersigned acknowledges that he or she has received and reviewed the Range Safety Rules and furthermore that he or she has read and understands all Range Safety Rules. The undersigned agrees that he or she will comply with all Range Safety Rules and that any violations of the Range Safety Rules by the undersigned and/or his or her minor children, can result in the immediate ejection of the undersigned and his or her minor children from the EEGC’s premises. The undersigned agrees that the EEGC will have range masters who will attempt to ensure other members, guests, and visitors of the EEGC remain fully in compliance with its Range Safety Rules at all times. However, the undersigned acknowledges and agrees that EEGC cannot warrant or guarantee the safety of members and guests by EEGC’s enforcement of the Range Safety Rules.

\_\_\_\_\_ (initials to indicate read & reviewed)



The undersigned acknowledges that entry onto the EEGC’s premises and participation in the EEGC’s associated events and related activities involves inherent risk and dangers that may cause serious injury or even death. If, for any reason, the above Release Agreement provision is not effective, the undersigned agrees, in consideration of his or her entry, or his or her children’s entry, onto the EEGC’s premises or participation in an EEGC event, that no claim will be brought or maintained by or on behalf of the undersigned, or his or her minor children, against the EEGC for any damages, injury, or death which the undersigned, or his or her minor children, may suffer or for which he or she may be liable to others, in any way connected with said entry onto the EEGC’s premises or said participation in the event wherein the inherent risks of this event constitute a substantial factor in causing the damage or harm.

\_\_\_\_\_ (initials to indicate read & reviewed)



The undersigned agrees that all disputes between the undersigned and the EEGC arising out of or related to the undersigned, or his or her minor children’s entry onto the EEGC’s premises or participation in an EEGC event will be governed by the laws of the State of Oregon and the exclusive jurisdiction thereof shall be in the state courts of the State of Oregon, and the venue for these disputes shall be in Lane County, Oregon.

If any part of this Agreement is deemed to be unenforceable for any reason or circumstances, that term or provision shall have no effect on the enforceability of the remaining terms and provisions in this Agreement.

The undersigned agrees that this Agreement represents the entire agreement between the undersigned and the EEGC and there have been no other promises, terms, conditions, or obligations, other than those contained within this Agreement. This Agreement supersedes any prior communications, representations, or agreements, whether oral or written, between the undersigned and the EEGC.

\_\_\_\_\_ (initials to indicate read & reviewed)



**I, THE UNDERSIGNED, HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT AND ALL OF ITS TERMS. I UNDERSTAND THAT THIS DOCUMENT IS AN AGREEMENT OF RELEASE AND/OR EXPRESS ASSUMPTION OF RISKS THAT WILL PREVENT ME AND/OR MY MINOR CHILDREN FROM RECOVERING DAMAGES FROM EEGC IN THE EVENT OF PROPERTY DAMAGE, INJURY, OR DEATH. I NEVERTHELESS AGREE TO ENTER INTO THIS AGREEMENT AND DO SO FREELY AND VOLUNTARILY, AND I AGREE THAT IT IS BINDING ON ME AND MY MINOR CHILDREN AND OUR HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES.**

\_\_\_\_\_  
Full Legal Name (**Print Legibly**)

\_\_\_\_\_  
Address



\_\_\_\_\_  
Contact Telephone Number

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Age



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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**IF ALSO SIGNING FOR A MINOR:**

**I, THE UNDERSIGNED, VERIFY THAT I AM A PARENT OR GUARDIAN OF THE MINOR CHILD OR CHILDREN IDENTIFIED BELOW AND THAT I HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON THEIR BEHALF. I AGREE TO BE BOUND BY ITS TERMS.**

**FOR MINORS:**

Full Legal Name of Minor(s):

Age:

Relationship to Guardian:

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

\_\_\_\_\_  
Guardian Full Legal Name

\_\_\_\_\_  
Guardian Signature

\_\_\_\_\_  
Date