

**ROUTE 66 SHOOTING SPORTS PARK WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK, PHOTO RELEASE, AND INDEMNITY AGREEMENT**

In consideration for permitting me (and my minor children) access to the Route 66 Shooting Sports Park (hereinafter called "R66SSP") gun range located at 15810 Cajon Blvd., San Bernardino, California, (the "Premises"), and to participate in self-administered or instructor-administered live ammunition firearms activities. I, for myself, my legal representatives, successors, heirs, and next of kin:

_____ **HEREBY ACKNOWLEDGE** that firearms and firearm ammunition may be hazardous in nature and may cause substantial injury to persons and property. I recognize the inherent dangers associated with shooting including, but not limited to: loud noise, flying or rebounding bullets and fragments, smoke, dust, exposure to lead, uneven surfaces, and similar issues. Moreover, I recognize that exposure to such environments can result in personal injury, loss of hearing, loss of eyesight, and other health hazards up to and including death. I also understand that others will be using the Premises and I will be aware of their actions whenever I am on the Premises. I also acknowledge the presence on the Premises of signs posted under Proposition 65 warning of hazards to exposure to chemicals known to cause cancer by the State of California, such chemicals including, but not limited to, lead, and that I have been given the opportunity to ask for and receive a list of all such known cancer-causing chemicals on the Premises.

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_____ With these facts in mind, I **VOLUNTARILY ASSUME ALL RISK OF INJURY** to my person and property, and **WAIVE** the right to bring any and all claims against R66SSP, or its officers, directors, members, employees, agents, administrators, successors, and assigns (hereinafter collectively the "Related Parties"), from all claims, demands, and causes of action, foreseen and unforeseen, relating to or arising out of death, personal injuries, sickness, damages to property or property rights, and every other loss and expense, arising out of or in any way connected with my participation in firearm activities on or appurtenant to the Premises. I will not take any legal action contrary to this **RELEASE OF LIABILITY**.

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_____ I further **WAIVE** for myself and for my executors, legal representatives, successors, heirs, and next of kin, any and all rights and claims for damages, losses, demands and any other actions or claims whatsoever, which he/she may have or which may arise against R66SSP and any of the Related Parties, which may in any way whatsoever, arise out of, be related to, or be connected with any course of instruction offered on the Premises. I, on behalf of myself and on behalf of my executors, personal representatives, administrators, assignees, heirs, and next of kin, hereby **EXPRESSLY RELEASE** R66SSP and all of the Related Parties from any and all such claims and liabilities.

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_____ I **EXPRESSLY ASSUME THE RISK** of taking part in activities on the Premises, which include, but are not limited to, instruction in the use of firearms, the discharge of firearms, and the firing of live ammunition. I acknowledge that I understand that firearms are inherently dangerous, and, as such, any injuries or accidents that occur while I am on the Premises, or while engaged in range or firearms training activities, whether due to weapons malfunction, or due to my negligence or mishandling, are not the responsibility of R66SSP or any of the Related Parties. I also acknowledge that the premises contain non-traversable, non-swimmable water features which pose a hazard. I also acknowledge that the Premises is kept as natural as the shooting activities allow, and that wildlife may pose additional hazards, which include, but are not limited to, poisonous plants, ticks, poisonous snakes, and other wild animals. I understand that I must use caution accordingly and **EXPRESSLY ASSUME THE RISK** of any entry onto these water features or encounters with these elements of nature while using the Premises.

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_____ I acknowledge that I have read this waiver and release agreement, and, by signing, I **VOLUNTARILY AGREE TO EXEMPT** and relieve R66SSP and all of the Related Parties from liability for personal injury, property damage, or wrongful death caused by the negligence of another. I also **AGREE TO DEFEND, INDEMNIFY, and HOLD HARMLESS** R66SSP and any of the Related Parties from and against all claims, losses, damages, and costs caused by, arising out of, or related to the actions of myself, any minors whom I identify below, and those third parties for whose conduct I am expressly or implicitly responsible whether such duty arises under this agreement or by operation of law. Should R66SSP or any of the Related Parties be required to incur attorney's fees and costs to enforce this agreement, I agree to **INDEMNIFY AND REIMBURSE** R66SSP and any of the Related Parties for such fees and costs. I acknowledge that neither R66SSP nor any of the Related Parties accepts or assumes any liability or responsibility for any acts or omissions that are purportedly the result of my engaging in activities for which I have expressly assumed the foreseeable risk of danger in such activity.

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_____ While I or any minors I have identified below are at the Premises or at any off-site R66SSP event where this agreement applies, I **HEREBY GRANT** R66SSP permission to use my image and the image of any minors identified below as such may be embodied in any photos, video recordings, or digital images, taken or made on behalf of R66SSP. I agree that R66SSP has complete ownership of such material and can use said material for any purpose consistent with R66SSP's mission, including any promotional or educational material in any medium. I acknowledge that I will not receive any compensation for the use of such images, etc. I hereby release R66SSP of any and all claims arising out of the use of my image. Further, to the extent that any legal claims are asserted against R66SSP or any Related Parties by minors I've identified below, I agree that the obligation **TO DEFEND, INDEMNIFY, and HOLD HARMLESS** R66SSP from claims of minors extends to such claims related to or regarding the use of such minors' likeness, right of publicity, right of privacy, or any other claim arising out of the use of photos, video recordings, or digital images taken of such minors.

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_____ **I certify that I may lawfully own and operate firearms within the State of California and that I am not disqualified from possessing firearms by operation of California or federal law.**

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_____ I am a parent or guardian of a minor or minors who is/are participating in firearms activities on the Premises. The name of the minor or minors who is/are participating in firearms activities, and about whom my indemnity duties to R66SSP apply under this agreement, is/are:

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MINOR'S NAME & AGE

MINOR'S NAME & AGE

By signing, I hereby agree to the above conditions:

DATE

YOUR PRINTED NAME

YOUR SIGNATURE