GEM COUNTY ROD & GUN CLUB, INC.

PO Box 1031, Emmett, ID 83617

GCRGC GUEST RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

HAZARDOUS AND POTENTIALLY DANGEROUS ACTIVITY

This Release of Liability and Assumption of Risk Agreement ("Agreement") is entered into by the undersigned participant ("Participant") in consideration for permission to enter, observe activities at, or use the facilities of the Gem County Rod & Gun Club, Inc., an Idaho nonprofit entity (the "Range"). In this agreement, we ask that you provide truthful answers to important questions. Failure to answer honestly may result in civil or criminal sanctions against you.

1. SPORT SHOOTING SPONSOR, INSTRUCTOR AND ACTIVITIES. Range is a sport shooting sponsor and/or instructor as defined by the Idaho Sport Shooting Activities Immunity Act, Idaho Code § 6-2701 et seq. "Sport Shooting Activities" include entering or remaining on Range premises; handling, loading, unloading, firing, cleaning, or transporting firearms; using ammunition, targets, shooting benches, and related equipment; receiving instruction; participating in competitions, training, practice, demonstrations, or organized events; observing or supervising shooters; and other activities associated with operating or visiting a shooting range. Sport Shooting Activities are a HAZARDOUS AND POTENTIALLY DANGEROUS ACTIVITY.

2. NOTICE. With very limited exceptions, sport shooting sponsors and instructors shall not be liable for any injury or the death of a participant engaged in a sport shooting activity, and no participant nor participant's representative may maintain an action against or recover from a sport shooting sponsor or instructor for an injury to or the death of a participant engaged in sport shooting activities.

3. RELEASED PARTIES. For purposes of this Agreement, the "Released Parties" are the Range, its nonprofit entity; its past and present officers, directors, members, managers, employees, volunteers, instructors, range safety officers, agents, lenders, suppliers, attorney, and all affiliated persons and organizations and representatives; as well as the owners, landowners, landlords, and lessors of any premises used by the Range.

4. VOLUNTARY PARTICIPATION AND ELIGIBILITY. I verify that I am eighteen (18) years or older, legally competent to sign this Agreement, and voluntarily requested to participate in Sport Shooting Activities at the Range.

5. ACKNOWLEDGMENT AND ASSUMPTION OF RISK. I understand that Sport Shooting Activities are dangerous activities in which, as a participant, I may suffer serious bodily, psychological, and neurological injury or death, or cause injury to another person or property. Among the possible causes of serious injury or death, even if I am with an instructor, are:

A. Exploding or malfunctioning weapons and ammunition.

B. Direct fire or ricochet of a bullet, either from my weapon, or another participant, or another members weapon.

C. Injury or death resulting from a slip, fall, collision, noise, or environmental condition, even if not directly caused by firearms, but while I am on the premises.

I understand that injuries may occur even while I am following instructions; that this Agreement cannot describe every possible risk; and that injury or death may result from known or unknown causes not listed above. I am voluntarily participating in Sport Shooting Activities with knowledge of the danger involved and agree to accept any and all risks of damage, injury, or death.

6. RELEASE OF LIABILITY AND WAIVER OF CLAIMS. As consideration for permission by the Range to allow me to enter or use its facilities, observe, or participate in Sport Shooting Activities, to the fullest extent permitted by Idaho law, I, for myself and my heirs, estate, legal representatives, guardians, family members, personal representatives, and assigns, release and discharge the Released Parties and suppliers of equipment used in the activities from all claims, demands, causes of action, damages, losses, liabilities, and expenses arising from or relating to my entry onto the Range premises or participation in or spectating at Sport Shooting Activities, including claims resulting from the ordinary negligence of a Released Party or breach of a legal duty or standard of care. This release includes claims for personal injury, illness, death, emotional distress, property damage, and economic loss. This Agreement does not release, waive, or limit liability for gross negligence, willful or wanton misconduct, or intentional acts.

7. COVENANT NOT TO SUE. I agree not to commence, maintain, or assist any claim or lawsuit against a Released Party concerning a claim released under this Agreement. This covenant does not apply to any claim based on gross negligence, willful or wanton misconduct, or an intentional act.

8. INDEMNIFICATION AND HOLD HARMLESS. I shall indemnify, defend, and hold harmless the Released Parties from third-party claims, liabilities, damages, judgments, and reasonable expenses arising from my acts or omissions, including my

violation of Range rules, unsafe handling of a firearm, damage to property, or injury caused by me to another person. I have no obligation under this section to indemnify a Released Party for that Released Party's gross negligence, willful or wanton misconduct, or intentional act.

9. PARTICIPANT REPRESENTATIONS AND SAFETY OBLIGATIONS. I represent and agree that:

A. I am not under the influence of alcohol, cannabis, illegal drugs, or any medication or substance that could impair judgment, coordination, reaction time, or safe firearm handling.

B. I will not participate if I have pre-existing physical limitations or conditions that may be aggravated or harmed by the activity, or if I cannot safely participate because of impairment, illness, injury, or another condition.

C. I understand basic firearm safety rules, including keeping every firearm pointed in a safe direction, keeping my trigger finger outside the trigger guard until ready to fire, and keeping each firearm unloaded until authorized to load.

D. I will read, understand, and obey all posted and communicated Range rules, commands, restrictions, and safety procedures.

E. I will immediately obey every cease-fire command and every instruction given by Range personnel or a range safety officer.

F. I will stop participating and request assistance whenever I do not understand a rule, command, firearm, ammunition, or procedure.

G. I am legally permitted to possess and use any firearm or ammunition brought to or used at the Range.

10. MEDICAL CARE AND INSURANCE. I authorize Range personnel to request emergency medical assistance if they reasonably believe it is necessary, but understand that the Range does not undertake a duty to provide medical care. I am responsible for my medical, ambulance, hospitalization, rehabilitation, and related expenses. I understand that the Range and the other Released Parties have no obligation to maintain medical, hospitalization, accident, disability, or other insurance for my benefit. I am responsible for obtaining any insurance I consider appropriate, and agree it is not advisable to participate without medical/hospitalization insurance.

11. PHOTO AND VIDEO RELEASE. I authorize the Range and its representatives to photograph, film, or record my image, likeness, and voice during Range activities and to reproduce, publish, display, and distribute those recordings, without compensation, for lawful nonprofit, educational, promotional, archival, and public-information purposes. I release the Range from claims arising solely from the authorized use of those recordings, except claims based on gross negligence, willful or wanton misconduct, or intentional acts.

12. KNOWING AND VOLUNTARY EXECUTION. I have carefully read this contract and fully understand its content. I am aware this is a full release of liability and contract between myself and the Range and all Released Parties, and I sign of my own free will, execute this release for full, adequate, and complete consideration, fully intending to be bound by the same, and agree that no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made.

13. ONGOING EFFECT. This document may not be revoked, amended, or altered with respect to any occurrence or incident. It may be revoked prospectively (before an accident or occurrence which causes injury or death), but only if further participation in Sport Shooting Activities at the Range stops, and provided further that written notice of the prospective revocation is provided to the Range and a written receipt is obtained from a Range employee or contractor.

14. INTERPRETATION. In the event that any court of competent jurisdiction determines that any provision herein is too broad, the Agreement shall be interpreted so that the provision is interpreted in a manner so as to maximize the protection intended for the Range and the Released Parties, and this Agreement, to the extent so modified, shall remain in full force and effect.

15. SUCCESSORS. This Agreement is binding upon the successors and assigns of each Party and of all Released Parties.

16. CHOICE OF LAW. This Agreement shall be interpreted according to the laws of the State of Idaho.

17. IDENTIFICATION. I have produced the following form of identification AND CERTIFY THAT THE INFORMATION ON IT IS CORRECT:

Driver's License (State and ID #) _____ Phone _____

Guest Participant Name _____ Sponsoring Member_____

Street Address / City / Zip_____

Signature _____ Dated this _____ day of _____, 20_____

I, (print name)_____ have completed and signed the required

GCRGC GUEST RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

The signed original has been deposited in the club mailbox onsite at the range. I understand that I must retain this receipt and provide it to any GCRGC Official on request while on GCRGC property, and that I may only enter the Range when accompanied by and supervised by a sponsoring GCRGC Member.

This Release of Liability and Assumption of Risk Agreement ("Agreement") is entered into by the undersigned participant ("Participant") in consideration for permission to enter, observe activities at, or use the facilities of the Gem County Rod & Gun Club, Inc., an Idaho nonprofit entity (the "Range"). In this agreement, we ask that you provide truthful answers to important questions. Failure to answer honestly may result in civil or criminal sanctions against you.

IDENTIFICATION. I have produced the following form of identification AND CERTIFY THAT THE INFORMATION ON IT IS CORRECT:

Driver's License (State and ID #) _____ Phone _____

Guest Participant Name _____ Age _____

Street Address / City / Zip_____

I acknowledge, with my signature that I have read and fully understand the safe gun handling and GCRGC range safety rules. I accept full responsibility for **myself** adhering to them. I understand that the above rules are in addition to the policy rules listed and posted on the GCRGC Inc. website. I understand that failure to comply with these safety rules and policy rules of GCRGC Inc. is grounds for removal and revoking range access as a GCRGC Guest.

Guest Signature _____ Dated this _____ day of _____, 20_____

Sponsoring Member name_____ Member Signature_____

Once Signed and Dated, this document is good for a period of 1 year