

**ROUTT COUNTY RIFLE CLUB, INC
STEAMBOAT SPRINGS, COLORADO**

**WAIVER OF LIABILITY; INDEMNIFICATION AGREEMENT
AND COVENANT NOT TO SUE**

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 ROUTT COUNTY RIFLE 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 Routt County Rifle Club, Inc. facilities located in Routt County, Colorado ("RCRC") 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 RCRC 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 firearms or their discharge; (2) injuries resulting from intentional or inadvertent discharge of firearms by myself or others using the RCRC 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 RCRC or otherwise. I have been encouraged to use vision and hearing protection at all times when present on the facilities of RCRC. 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 RCRC 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 RCRC, I agree to release and, on behalf of myself, my heirs, representatives, executors, administrators and assigns (the "Releasers"), **HEREBY DO RELEASE** RCRC, its owners, shareholders, officers, directors, employees and agents (the "RCRC Releasees") from any cause of action, claim, or demand of any nature whatsoever (except for their gross negligence or willful misconduct) which the Releasers may now have or have in the future against the RCRC 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 RCRC, whether that use is supervised or unsupervised, and however the injury or damage is caused, including but not limited to the negligence of the RCRC Releasees. I further covenant that I shall bring no civil action against the RCRC 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 RCRC and that by signing this Agreement, I am relieving the RCRC 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 RCRC 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 RCRC Releasees) arising out of or in any way relating to my use of RCRC (excluding any violation of environmental laws). I further certify that I am in good health and that I have no physical limitations that would preclude my safe use of RCRC.

I acknowledge that the foregoing agreement is intended to be as broad and inclusive as permitted by the law of the State of Colorado 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.