

**GUEST**

**THE MILL CREEK RIFLE CLUB, INC. RELEASE OF LIABILITY, AGREEMENT TO WAIVE CLAIMS, AND EXPRESS ASSUMPTION OF RISK**

Read the following and be certain you understand the implications of signing.

**EXPRESS ASSUMPTION OF THE RISKS WHILE ON PREMISES OF THE MILL CREEK RIFLE CLUB, INC.**

I, \_\_\_\_\_ (“Undersigned”) do hereby affirm and acknowledge that the use of firearms involves inherent hazards and risks. I fully understand that these risks include injury and death. I freely accept and expressly assume all risks and hazards that may arise from the use of firearms by myself and others while on the premises of The Mill Creek Rifle Club, Inc.

In consideration of participating in or observing firearm activities on the The Mill Creek Rifle Club, Inc. (hereinafter MCRC) premises as a guest, I agree to the following:

1. To release, discharge and hold harmless MCRC and all members, officers, directors, trustees, representatives, agents and employees (collectively “Releasees”) from any and all fault, loss, liability, cost, expense, claims, demands and causes of action that I, my estate, heirs, executors or assignees may have for any loss, personal injury, illness, property damage or wrongful death that may arise from participating in or observing firearm activities on MCRC premises.
2. By executing this agreement, the Undersigned expressly waives any and all rights and claims for damages, losses, demands and any cause of action that may arise against Releasees, either as a result of actions by the Undersigned, the Releasees, other guests or any other party. Such waivers include but are not limited to any and all claims for injuries, damages or illnesses which may arise out of the use of firearms on the premises, or from the condition of the premises. This agreement applies to both the Undersigned and to any minor for whom it is executed. The agreement binds the Undersigned and his/her executors, administrators, assignees and/or heirs, and those of any minor for whom it is executed.
3. The Undersigned hereby expressly acknowledges that Releasees are not liable for any physical injury, death or property damage incurred by the Undersigned while on MCRC premises, even if such physical injury, death or property damage is caused by Releasees’ negligence. The Undersigned expressly acknowledges and assumes the risk of taking part in the full range of firearm activities including the discharge of firearms, observing individuals discharging firearms and/or any other use or condition of the premises.
4. The undersigned acknowledges that her/his presence on the MCRC premises is entirely voluntary. The Undersigned hereby expressly acknowledges that he/she is an invited guest of a member of a private club and that access and use of the premises is a conditional privilege that can be revoked for unsafe or inappropriate conduct, or terminated at any time for any reason by the member, and/or a club officer, Board Member or designated club official. If told or requested to leave the premises, he/she agrees to leave immediately. Further, the undersigned acknowledges and agrees that his/her participation in activities on the MCRC premises will be conducted in a safe manner and in compliance with all MCRC Range Rules. Copies of the MCRC Range Rules are located in the clubhouse and posted adjacent to the front door on the outside of the clubhouse.

5. This agreement shall be governed by and interpreted in accordance with the laws of the State of Kansas.

By signing below, the Undersigned hereby declares that he/she is 18 years of age or older and competent to sign this agreement and, if executing the agreement on behalf of a minor (under the age of 18 years), the Undersigned is the parent or legal guardian of the minor for whom it is executed. By signing this agreement, I understand that I waive certain legal rights, including the right to sue.

THE UNDERSIGNED HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_  
Month Year

SIGNATURE OF UNDERSIGNED: \_\_\_\_\_

PRINTED NAME OF UNDERSIGNED: \_\_\_\_\_

SIGNATURE OF MEMBER WITNESS: \_\_\_\_\_

PRINTED NAME OF MEMBER WITNESS: \_\_\_\_\_

IF SIGNED ON BEHALF OF A MINOR, THE FOLLOWING MUST BE COMPLETED:

NAME AND DOB OF MINOR: \_\_\_\_\_

UNDERSIGNED'S RELATIONSHIP TO MINOR: \_\_\_\_\_