

**TENNESSEE MOUNTAIN MARAUDERS
COWBOY ACTION SHOOTING CLUB
RINGGOLD, GA**

**RELEASE, WAIVER, AND INDEMNITY
AGREEMENT – 2010**

**RE: LIABILITY ARISING OUT OF COWBOY ACTION SHOOTING AND RELATED
ACTIVITIES**

**SINCE THE USE OF FIREARMS IS INHERENTLY DANGEROUS, WE REQUIRE ALL SHOOTERS AND
OBSERVERS TO ASSUME ALL RISK BY SIGNING THIS RELEASE.**

INT___ I hereby acknowledge that I have voluntarily applied to participate in, or observe, the sport of cowboy action shooting and related activities including, but not limited to, equestrian events, children's games, entertainment, food service and merchandise vendors.

INT___ AS LAWFUL CONSIDERATION of being permitted to enter upon the premises upon which this event is conducted and of being permitted to participate in, observe activities, or otherwise use the facilities, I the undersigned, for my heirs, distributees, legal representatives, next of kin and assigns, agree to the provisions set forth below:

INT___ 1. I hereby release, waive, discharge and covenant not to sue, make a claim against the property of, or otherwise prosecute the Tennessee Mountain Marauders, one of their affiliate organizations, its officers, directors, shareholders, agents, and/or employees, (for all purposes collectively referred to here in as "RELEASEES"), for liability on account of damage to the property of or injury to the person or death, while the undersigned is participating in or observing the sporting or related activities being presented by the RELEASEES.

INT___ 2. I hereby agree to Indemnify and save and hold harmless the RELEASEES and each of them from any loss, liability, damage or cost the RELEASEES may incur due to the presence of or any act of the Undersigned while the undersigned participated in or observes the sporting or related activities being presented by RELEASEES, whether caused by the passive or active negligence of RELEASEES or other participants or otherwise:

INT___ 3. The Undersigned expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by law. The Undersigned further agrees that if any provision of this Agreement is held to be invalid, the balance of the Agreement shall continue in full legal force and effect and,

INT___ 4. The Undersigned warrants that the following statements are true and correct and understands that Releasees have relied upon them in giving the Undersigned permission to participate in and/or observe the sporting and other activities conducted by the RELEASEES:

INT___ a. No oral representations, statements of inducements apart from the foregoing have been made:

INT___ b. The Undersigned is fully aware of the risks and hazards inherent in entering upon the premises where RELEASEES' events are being conducted and participating in and/or observing any events held upon said premises knowing the present condition thereof:

INT___ c. The Undersigned acknowledges that the risk and hazards being assumed by the Undersigned may increase during the time the Undersigned is participating in or observing the activities being conducted by the RELEASEES

INT___ d. THE UNDERSIGNED IS AWARE THAT THE PARTICIPATION IN AND/OR THE OBSERVATION OF THE SPORT OF COWBOY ACTION SHOOTING WITH LOADED FIREARMS, EQUESTRIAN EVENTS AND RELATED ACTIVITIES IS AN EXTREMELY HAZARDOUS ACTIVITY, PERSONAL INJURY AND/OR DEATH MAY OCCUR:

INT___ e. The Undersigned gives consent to whatever medical care might be provided or available on the premises and further agrees to conform and comply with all the rules and regulations promulgated at the event:

INT___ f. THE UNDERSIGNED AGREES TO COMPENSATE AND/OR REIMBURSE RELEASEES FOR ANY COSTS, EXPENSES, OR DAMAGES, INCLUDING REASONABLE ATTORNEY FEES, RESULTING FROM ANY CLAIM BROUGHT AGAINST RELEASEES FOR PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH, WHICH MAY ARISE AS A RESULT OF THE PASSIVE OR ACTIVE NEGLIGENCE OR OBSERVING THE SHOOTING AND/OR EQUESTRIAN EVENTS AND RELATED ACTIVITIES CONDUCTED BY THE RELEASEES:

INT___ g. The Undersigned further understands that (commercial/amateur) still, video and/or motion picture photography may occur during the course of the events and that so long as the Undersigned is in the general area of the event's activities, the Undersigned may be included in said photography.

INT___ Should the Undersigned wish not to be included in any photography that may occur, the Undersigned understands it is his/her individual responsibility to remain aware of the photographic activity and to remove himself/herself from the area or event being photographed.

INT___ h. THE UNDERSIGNED HAS CAREFULLY READ AND FULLY UNDERSTANDS THE COVENANT NOT TO SUE CONTAINED HEREIN, AND VOLUNTARILY SIGNS THIS RELEASE, WAIVER OR LIABILITY AND INDEMNITY AGREEMENT AND FURTHER AGREES THAT IT MAY BE USED IN ANY COURT OF LAW AS A DEFENSE TO ANY ACTIONS WHICH MAY BE BROUGHT BY RELEASEE.

INT___ Should any provision of the Agreement be held invalid, the balance hereof shall remain in full force and effect.

INT___ Notwithstanding anything to the contrary herein, nothing contained in the Agreement shall release RELEASEES from any intentional or willful act on its part which directly causes damage, injury or death to the Undersigned.

INT___ I am over the age of eighteen (18) years or, I am signing the Agreement in behalf of a person under the age of Eighteen (18) years, in which event I covenant that I have all legal authority to act on behalf of such person and I Bind him or her to the terms of this Agreement.

PLEASE PRINT

Date _____ Name _____

Address _____

Telephone Number () _____ E-mail _____

Signature _____

Please enter the name of minor if Agreement is being signed on minor's behalf. A RESPONSIBLE ADULT MUST ACCOMPANY ALL MINORS.

Minor's Name _____

WHEN SIGNED, THIS RELEASE, WAIVER, AND INDEMNITY AGREEMENT REMAINS IN EFFECT UNTIL RESCINDED IN WRITING.

If a member of either of the organizations shown below, please include your membership number:

SASS / Single Action Shooting Society # _____ SASS Alias : _____

NRA / National Rifle Association # _____