

SAFETY FIRST SHOOTING ASSOCIATION

GUEST'S HOLD HARMLESS, RELEASE, WAIVER, INDEMNIFICATION, AND ASSUMPTION OF RISK AGREEMENT

WHEREAS, in consideration of being permitted to attend a course of instruction in firearms, for the instruction in firearms, for a use of the premises, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Undersigned agrees to all of the following:

The Undersigned agrees to indemnify, hold harmless and defend SAFETY FIRST SHOOTING ASSOCIATION, a California corporation, its officers and members, Michael Bettencourt, Bettencourt Ranch, Bettencourt Family Properties and its owners, collectively known hereinafter as "SAFETY FIRST", from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with the Undersigned's and his/her guests, including minor children, presence at and/or participation of such parties in the course of instruction; the discharge of firearms by the Undersigned and/or guests and/or minor children; the presence of the Undersigned and/or guests and/or minor children on or use of the range, buildings, land and premises owned or under the control of SAFETY FIRST (hereinafter referred to collectively as "the Premises"); and any and all acts or omissions of said Undersigned.

The Undersigned furthermore waives for himself/herself and for his/her executors, personal representatives, administrators, assignees, 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 SAFETY FIRST, including but not limited to, the death of the Undersigned and/or any and all injuries, damages or illnesses suffered by the Undersigned or Undersigned's property, which may, in any way whatsoever arise out of, be related to or be connected with, the course of instruction; the Premises, including any latent defect in the Premises; the Undersigned's presence on or use of the Premises; the Undersigned's property whether or not entrusted to SAFETY FIRST; and/or the discharge of firearms. SAFETY FIRST shall not be liable for, and the Undersigned on behalf of himself/herself and on behalf of his/her executors, personal representatives, administrators, assignees, heirs and next of kin hereby expressly releases SAFETY FIRST from any and all such claims and liabilities.

The Undersigned hereby expressly assumes the risk of taking part in the course of instruction in firearms and taking part in the activities on the Premises, which include but are not limited to, instruction in the use of firearms, the discharge of firearms, the firing of live ammunition, and organized events.

The Undersigned hereby acknowledges and agrees that the Undersigned has read this instrument, understands its terms, and is executing this instrument voluntarily. The Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all range rules and procedures and any other rules and procedures stated by SAFETY FIRST.

The Undersigned expressly agrees that this instrument is intended to be as broad and inclusive as permitted by laws, and that if any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. No remedy conferred by any of the specific provisions of this instrument is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder by SAFETY FIRST shall not constitute any waiver of SAFETY FIRST's right to pursue other available remedies. This instrument binds the Undersigned and his/her executors, personal representatives, administrators, assignees, heirs and next of kin. This agreement shall remain valid for the duration of the Undersigned's yearly membership agreement.

Print Guest's Name and Minor Guest Guardian's
name if applicable

Guest's Signature or Guardian of Minor Guest

DATED: _____ HOST MEMBER NUMBER _____

Print Host Member's Name

Host Member's Signature