

**RED HILL SKIRMISH RANGE (RHSR), AND CHRIS PHILLIPS
WAIVER OF LIABILITY, RELEASE OF CLAIMS and
AGREEMENT TO HOLD HARMLESS, DEFEND AND INDEMNIFY**

This Waiver of Liability, Release of Claims, and Agreement to Hold Harmless, Defend and Indemnify in favor of Red Hill Skirmish Range (RHSR), Chris Phillips and their officers, agents, members, employees, contractors, owners, parent or related business entities, (hereinafter referred to as "RHSR") is made by _____ (hereinafter referred to as "User") in consideration for RHSR allowing User to enter and use its premises and equipment.

- Definitions: As used in this Agreement:
 - "RHSR" means Red Hill Skirmish Range, Chris Phillips, and/or their officers, agents, employees, independent contractors, owners, vendors, suppliers, members or any business entity that is a parent or otherwise related to Red Hill Skirmish Range, or Chris Phillips.
 - "USER" means the undersigned person and each individual who uses the facilities or equipment of RHSR or who is present on the premises of RHSR.
 - "RELEASED PARTIES" means Red Hill Skirmish Range, Chris Phillips including their officers, agents, employees, independent contractors, vendors, suppliers or any business entity that is a parent or otherwise related to RHSR, or persons or entities with an ownership interest in RHSR.
- As material inducements to RHSR for allowing User to utilize its equipment and facilities, User hereby acknowledges, agrees and represents the following to RHSR:
 - User is at least 21 years of age or, if a minor, that User is accompanied by User's parent or legal guardian who warrants that the statements contained herein are true and correct. User further represents and acknowledges that:
 - User is mentally and physically capable and qualified to safely use firearms, ammunition and equipment that User will be using on RHSR's premises;
 - User is mentally and physically capable and qualified to safely use firearms, ammunition and equipment that User will be using on RHSR's premises even if said firearms, ammunition and equipment is not their own;
 - User is not prohibited under any federal or state law or regulation from possessing a firearm;
 - User never has committed a violent crime, felony or crime involving a firearm;
 - User is not under the influence drugs, alcohol, or substance and is not otherwise impaired
 - User has become thoroughly familiar with and, at all times, will comply with the NRA Gun Safety Rules (a copy will be furnished upon User's request). User further agrees to strictly and promptly comply with all instructions received from RHSR's Range Safety Officers, Range Masters, and RHSR's Staff when on RHSR's premises and that RHSR can expel or exclude User from its premises for violating such standards, rules and directions or at any other time RHSR deems necessary.

- User is aware that lead in ammunition is a hazardous substance which can cause serious illness, injury or death if it is inhaled, ingested or absorbed by User's body and agrees to carefully wash his/her hands after handling ammunition, discharging a weapon or otherwise using the RHSR's firing range before drinking or consuming any food.

3. User is aware of the inherently dangerous nature of firearms and ammunition, and fully understands that they can cause serious injury, permanent disability, or death, and that these risks may be caused by User's own negligence or by the negligence or fault of others.

- In consideration of RHSR's permission to use its premises and equipment, User knowingly and voluntarily assumes all risks, known and unknown, whether caused by the negligent acts or omissions of User, the Released Parties, or third parties that may result therefrom; and further, User, for himself/herself, his/her heirs, personal representatives, administrators, executors, next of kin and assigns, forever waives, releases and covenants not to sue the Released Parties for any claim, demand, charge, suit, judgment, penalties, costs or expenses (including but not limited to reasonable attorneys' fees) which, in whole or in part, may be caused by or arise out of the ordinary negligence of any Released Party in connection with User's use of RHSR's premises or equipment, whether based on Released Party's negligence or otherwise; and further,
- User shall indemnify, defend, protect and hold harmless the Released Parties from and against every and all demands, damages and losses including but not limited to litigation expenses, attorneys' fees or other costs resulting from any actions, judgments, suits, charges or claims asserted against, suffered of, or incurred by the Released Parties, whether they are based on Released Parties' negligence or otherwise. However, such indemnity shall not apply to any Released Party to the extent that the subject of the indemnification is caused by the Released Party's willful misconduct. The foregoing indemnity shall not terminate upon completion of User's use of the premises or equipment of RHSR, but shall survive for all applicable periods of limitation of actions, plus the duration of all claims, litigation and appeals arising in any way from User's use of the premises or equipment of RHSR.

Full Name (Print) _____

Signature _____

Date _____

Emergency Contact (Print) _____

Emergency Contact Phone Number _____