

PARTIAL WAIVER AND RELEASE OF LIABILITY WITH DEFENSE AND INDEMNITY OBLIGATIONS

For, and in consideration of, being allowed on property owned by Hudson Rod, Gun & Archery, Inc. (HRGAC) as well as other good and valuable consideration, the undersigned agrees as follows:

1. Except as provided in paragraph 4 below, the undersigned for myself, my heirs, executors, administrators, successors and assigns hereby waives and releases, acquits and forever discharges HRGAC, its Board of Directors, officers, agents, members, servants, employees, successors and assigns from any and all claims, causes of action, damages or suits at law and equity of any kind, including but not limited to claims or actions, causes of action, demands, rights, damages, costs, losses of service, expenses and compensation whatsoever, which I may have now, or in the future, on account of or in any way growing out of and any and all personal injury or property damage and the consequences thereof, whether anticipated or unanticipated, resulting, or to result, from my presence or involvement at any facility or location operated by HRGAC. This release and waiver **INCLUDES any possible negligence of any person, including without limitation, any possible NEGLIGENCE OF HRGAC, IT'S DIRECTORS, OFFICERS, AGENTS, SERVENTS AND EMPLOYEES.**

2. I understand that the activities offered by HRGAC includes shooting of firearms, hunting with dogs, being in an outdoor environment with hidden hazards, both natural and manmade, as well as being in and around motor vehicles, both street legal and offroad, and other hazards, all of which can cause minor or serious injury or death. I further understand that HRGAC is not responsible for any lost, stolen or damaged valuables or property. Except as provided in paragraph 4 below, I voluntarily assume the risk of these injuries and other injuries or damages, as well as any loss or damage to property and understand that I am waiving claims should I suffer such injuries, losses or damages.

3. Except as provided in paragraph 4 below, I further covenant and agree not to institute any claims or legal actions against HRGAC for any claim waived or released by this Agreement. I further agree that should any claim be made against HRGAC in contravention of this Agreement including but not limited to derivative actions, I will protect, defend and completely indemnify (reimburse) HRGAC for any such claims and expenses, including attorney's fees and cost incurred by HRGAC in defending themselves hereunder as well as reasonable compensation for time expended by HRGAC Directors, officers and employees in responding to such claim. **I UNDERSTAND THAT THIS AGREEMENT CONTAINS DEFEND AND INDEMNITY LANGUAGE WHICH MAY MAKE ME**

LEGALLY RESPONSIBLE FOR DAMAGES AND EXPENSES IN THE EVENT A THIRD PARTY SUES HUDSON ROD, GUN & ARCHERY, INC., OR IN THE EVENT I SUE HUDSON ROD, GUN & ARCHERY, INC.

4. HRGAC may, or may not, have applicable liability insurance which might provide coverage for the types of claims set forth above. To the extent that HRGAC has such applicable insurance coverage, and only to such extent, and only up to the limits of liability of such insurance, this waiver and release shall not apply to the extent that such insurance coverage is available. To the extent that HRGAC does not have applicable insurance coverage or in the event that any such insurance company denies that HRGAC has applicable insurance coverage, then all of the foregoing terms of this Agreement shall apply, and no suit may be brought against HRGAC unless, and until, it is determined by a court of competent jurisdiction that such insurance coverage applies and all applicable times for appeal have expired. This paragraph does not create any liability on the part of HRGAC that it would not have in the absence of this paragraph.

5. I have read a copy of the current rules and regulations governing the use of the facility I intend to enter prior to entering the facility. I agree that I will fully comply with all rules and regulations. **I UNDERSTAND AND AGREE THAT HRGAC ABSOLUTELY FORBIDS THE USE OF FIREARMS AFTER CONSUMPTION OF ANY AMOUNT OF ALCOHOL. I AGREE TO ABIDE BY THIS RULE, IN ADDITION TO THE OTHER RULES AND REGULATIONS. I UNDERSTAND THAT IF I VIOLATE THE NO ALCOHOL WHILE SHOOTING POLICY, I WILL BE IMMEDIATELY REMOVED FROM THE PREMISES WITH NO REFUND GIVEN.**

6. I understand and agree that this agreement may not be modified other than in writing signed by an officer of HRGAC with the express written permission of its Board of Directors, and any other purported modification by anyone else, whether or not an employee of HRGAC, will not be effective.

7. I have read and understand this Agreement and I am signing this Agreement freely, voluntarily and competently and am at least eighteen (18) years of age. This Agreement remains applicable for not only the date of signature, but indefinitely, unless I shall give written notice to HRGAC of its revocation. Such revocation may not be retroactive.

8. If I am signing this on behalf of a minor, I agree to indemnify and hold harmless HRGAC from any and all claims of any nature whatsoever brought by said minor whether before or after his/her majority as outlined in the paragraphs above.

I certify that my answers are true and complete to the best of my knowledge. If this application leads to membership, I understand that false or misleading information in my application may result in my release. By signing below I further verify that I have read and acknowledge the HRGAC "PARTIAL WAIVER AND RELEASE OF LIABILITY WITH DEFENSE AND INDEMNITY OBLIGATIONS" as above.