

RELEASE AND WAIVER OF LIABILITY AGREEMENT

As a condition for entering the premises of Kettlefoot Rod & Gun Club at any time, and in consideration of the benefits enjoyed on the premises, which is located between Potter Road and Livingston Creek Road in Washington County, Virginia, the person whose name is signed below, agrees that he or she shall, and hereby does, now release and discharge Kettlefoot Rod & Gun Club, Kettlefoot, Inc., and/or Kettlefoot Recreation, Inc., their officers, agents, representatives, directors, employees, contractors, sponsors, members, authorized visitors or guests, and/or all other persons from any claims, legal actions, suits or remedies, for **personal injury, death, and/or property damage** which might arise from any activities of the undersigned or of any other such person on such premises, from the condition of such premises, or arising out of the use thereof, including, but not limited to, all claims in tort, contract, warranty, and/or otherwise, and he or she covenants and agrees that he/she will file no legal action for any such claims. This release also applies to any claims that might arise out of any merchandise or products sold by the persons released.

This release shall also apply to any visitor, guest, or other person entering the premises who is not a member of Kettlefoot Rod & Gun Club, and he/she enters subject to the conditions and provisions of this release. Any such person shall sign this release as a condition of his/her entry, and should he/she fail to do so, then he/she shall be deemed to be a trespasser. This release shall be signed by the parent or legal guardian of any person under the age of eighteen years or any person who is under a legal disability who enters the premises, and said parent and/or legal guardian shall indemnify, hold the released parties harmless, and defend for any liability as described above to any such person under the age of eighteen or person under a legal disability.

Each person who enters into the premises states and acknowledges that that all shooting sports and related activities are potentially dangerous activities, and the undersigned agrees to voluntarily accept and assume any and all risks of suffering personal injury, death, or property damage arising from any shooting activities or other activities on the premises.

The person whose name is signed below acknowledges that he or she has read this release in its entirety, that he or she understands it fully, and accepts its terms as the condition and consideration for his or her right to enter into the premises and participate in activities on the premises.

Given this _____ day of _____, 20_____.

Signature

Please print name and address below:

