

## RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of the use and enjoyment of the amenities (including but not limited to the use of the rifle/pistol range, trap/shotgun range, pond, clubhouse, and camping areas) and activities (including but not limited to the shooting of rifles, pistols, shotguns and other firearms, camping, fishing, boating, and hiking) provided for on real estate owned by the Community Conservation Club of Centerburg, Inc. being PPN: 17-00098.000, 17-00469.001, 17-00661.000, 17-00662.001, and 17-00662.002 (the "Property"), and for other good and valuable consideration, \_\_\_\_\_ hereby agrees to release and discharge from liability arising from actions, the Community Conservation Club of Centerburg, Inc. and their heirs, successors, and assigns (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that I have been expressly informed by Releasees and I am fully aware of the condition of the Property and its conditions and that the amenities and activities that occur on the property may be unsafe and may pose potential harmful risks to myself and my personal property.
2. I acknowledge that the amenities and activities that occur on the Property involve known, unknown, anticipated and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. I understand such risks simply cannot be eliminated, despite the use of any safety equipment (if applicable), without jeopardizing the essential qualities of the activity.
3. I expressly accept and assume all of the risks inherent in entering the Property. My participation in these amenities and activities is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my activities on the Property. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while on the Property, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit, I agree to do so solely in the county where the above described real estate is located, and I further agree that the substantive law of the State of Ohio shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**BY SIGNING THIS DOCUMENT, I AGREE THAT IF I AM HURT OR MY PROPERTY IS DAMAGED DURING MY ACTIVITY ON THE PROPERTY, THEN I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST THE PARTIES BEING RELEASED.**

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage

in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain.

**I HAVE READ AND UNDERSTOOD THIS DOCUMENT AND I AGREE TO BE BOUND BY ITS TERMS.**

Signature \_\_\_\_\_ Print Name \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_ Address \_\_\_\_\_

Phone Number \_\_\_\_\_

**TO BE COMPLETED BY PARENT OR GUARDIAN FOR PARTICIPANTS UNDER THE AGE OF 18**

In consideration of \_\_\_\_\_ (PRINT minor's name) being permitted to participate in the amenities and activities described above, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent/Guardian Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Date \_\_\_\_\_ Address \_\_\_\_\_

Phone Number \_\_\_\_\_