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Newberg Rifle and Pistol Club Membership Application including Release, Waiver, Indemnification and Hold Harmless Agreement CAUTION/WARNING

Please read this agreement carefully. By signing this agreement you are giving up valuable legal rights to sue the Newberg Rifle & Pistol Club and Gibbs Community Club and any of its agents, employees, owners, directors, range or corporate officers (hereinafter collectively referred to as NRPC and GCC) for death, injuries, or damages for their negligence as a result of training, competition, shooting, or supervision of activities while using the club.

In consideration of the club allowing the Member to use all of NRPC and GCC facilities, Member does hereby agree as follows:

- 1. Member understands that firearms shooting and associated activities are inherently dangerous, and contain certain inherent risks that no amount of care, caution, or instruction can eliminate, and Member fully understands the risks involved, and unconditionally agrees to incur all such risks and dangers.
- 2. By signing this agreement Member agrees to indemnify, release, discharge and hold harmless NRPC and GCC and any of its agents, employees, owners, directors, range officers, corporate officers, from any fault, liabilities, costs, expenses, claims, demands, or lawsuits arising out of any activities while at NRPC and GCC including but not limited to use of the premises, discharge of firearms, competition shooting, participation in courses and supervised activities at NRPC and GCC.
- 3. In the event that any entity or individual should make any claim against NRPC and GCC based upon any injury, death, or claim for damages of any type on behalf of Member, the undersigned Member does hereby agree to indemnify, hold harmless, and defend NPRC and GCC from any claim, costs, expenses, judgment, demands and attorneys fees.
- 4. Member hereby waives for Member's own self, and for Member's executors, heirs, assignees, and devisees any and all claims for damages, injuries, death to the persons or property of Member arising out of the use of NRPC and GCC's property, supervision, classes, discharge of firearms by Member or anyone else at NRPC and GCC. Member further agrees that Member shall never sue, present, file, or prosecute any cause of action, lawsuit, or claim for injury or death to Member's person or property against NRPC and GCC arising out of any of the activities set forth in this agreement.
- 5. This agreement can only be modified in writing if signed by Member and an authorized representative of NRPC and GCC.
- 6. Member hereby agrees to obey all NRPC and GCC range rules, a copy of which have been provided to Member, and further agrees to obey all subsequent modifications and additions to said rules that may be adopted by NRPC and GCC. Member further agrees to obey all Range Officer(s) while at NRPC and GCC.
- 7. Member is a US citizen ore a registered alien in good standing and has never been convicted of a crime that would prevent Member from owning or possessing a firearm.

I HEREBY EXPRESSLY RECOGNIZE THAT THIS AGREEMENT IS A CONTRACT PURSUANT TO WHICH I HAVE RELEASED ANY AND ALL CLAIMS AGAINST NRPC RESULTING FROM MY PARTICIPATION IN, OR AS A SPECTATOR OF, FIREARMS SHOOTING ACTIVITIES, INCLUDING ALL CLAIMS CAUSED BY THE NEGLIGENCE OF NRPC. I HAVE READ THIS AGREEMENT CAREFULLY AND FULLY UNDERSTAND ITS CONTENTS AND HAVE SIGNED IT OF MY OWN FREE WILL. I AM AT LEAST EIGHTEEN YEARS OLD, AND I AM NOT UNDER THE INFLUENCE OF ALCOHOL OR DRUGS AND I AM COMPETENT TO SIGN THIS AGREEMENT. I HEREBY DECLARE THE ABOVE STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND I UNDERSTAND THAT THEY ARE MADE FOR USE AS EVIDENCE IN COURT AND ARE SUBJECT TO PENALTY FOR PERJURY.