

**GUEST AGREEMENT, LIABILITY RELEASE, AND ACKNOWLEDGEMENT OF RISK**  
For All Participants and All Observers

In consideration of the services of Coyote Valley Sporting Clays, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as " C. V. S. C. "), I hereby agree to release and discharge C. V. S. C., on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that target practice at a shooting range entails known **and** unanticipated risks which could result in serious physical or emotional injury, paralysis, death, or damage to myself, to property, or to other persons.

**The risks include, among other things:** Participation may result in the undersigned or other persons being shot by a firearm; suffering hearing loss; eye injury or loss; inhalation or contact with airborne contaminants and or flying debris, slipping or falling on uneven or loose terrain and trails, and hazards associated with golf carts, trap machines, and vehicles.

Furthermore, C.V.S.C. employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or if such conditions exist, I have made an informed judgement that they are minor, and I am willing to assume the risks that my conditions create, directly or indirectly, and bear the costs and responsibilities for those conditions.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless C.V.S.C. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of C.V.S.C.'s equipment or facilities, **including any such Claims which allege negligent acts or omissions of C.V.S.C.**

4. Should C.V.S.C. 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 certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself.

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*Continued from other side*

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6. The parties hereby **waive the right to a trial by jury** in any action or proceeding related to the subject matter of this agreement. If a dispute arises out of or relates to this agreement, any liability release, assumption of liability or assumption of risk, or any injury or claim by the participant against C.V.S.C., the parties agree to settle the matter in an amicable manner by mediation administered by the American Arbitration Association, before resorting to binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgement upon the Award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be a retired judge of the San Benito or Santa Clara County court. In the event that I file a lawsuit against C.V.S.C., I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against C.V.S.C. on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. I agree that if any clause in this agreement is found to be unenforceable, such clause shall be severed and the balance of this agreement shall continue in full force and effect.**

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

City State Zip \_\_\_\_\_

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Phone H  \_\_\_\_\_

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**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**

**(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name(s)) ("Minor") being permitted by C.V.S.C. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless C.V.S.C. from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

/waiver 2003