

CARBON COUNTY

NORTH SPRINGS SHOOTING RANGE & RECREATION AREA

WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

***SINCE THE ACTIVITIES AT THE NORTH SPRINGS RANGE CAN BE DANGEROUS, WE REQUIRE ALL PARTICIPANTS AND OBSERVERS TO ASSUME ALL RISK BY SIGNING THIS AGREEMENT.**

1. I hereby acknowledge that I am voluntarily participating in and/or observing RANGE activities. Including but not limited to firearms, archery, camping and any other activities at the range and recreation area. AS LAWFUL CONSIDERATION for being permitted to enter upon and use the NORTH SPRINGS FACILITY and being permitted to participate in and/or observe any activities or otherwise use the facility or property. I, the undersigned, for my heirs, distributees, legal representatives, next of kin, and assigns to agree to the provisions set forth below.

2. I agree that I accept total responsibility for my actions. I hereby release, waive, discharge and covenant not to sue, make a claim against the property of or otherwise prosecute CARBON COUNTY, it's Commissioners, employees or agents, hereafter collectively referred to as "COUNTY," for liability on account of damages to the property or injury to the person or death of the undersigned, their family members, or guests, whether caused from passive or active negligence of the undersigned or otherwise while the undersigned is using the RANGE facilities or participating in and/or observing the related activities being presented at the RANGE.

3. I expressly agree that the foregoing Release, Waiver, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Utah. I further agree that if any provision of this agreement is held to be invalid, nevertheless the balance of the agreement shall continue in full legal force and effect.

4. I certify that I am not prohibited under any Federal or State law from possessing a firearm.

5. I warrant that the following statements are true and correct and I understand that the COUNTY has relied on them in entering into the foregoing Release, Waiver, and Indemnity Agreement and the COUNTY is giving me permission to use the RANGE facilities and participate in and/or observe the activities being conducted therein based on the statements contained herein.

A. No oral presentation, statement or inducements apart from the foregoing written agreement have been made.

B. I am fully aware of the risks and hazards inherent in entering upon the RANGE and participating in and/or observing any events held upon the RANGE knowing the present conditions thereof.

C. I acknowledge that the risks and hazards that I am assuming may increase during the time I am at using the RANGE facilities.

D. I am aware that the participation in and/or the observation of the range activities may be hazardous activities. I voluntarily participate in and/or observe these activities with the knowledge and appreciation of the dangers involved. I hereby agree to accept any and all risks of property damage, personal injury or death.

E. I hereby give my consent to whatever medical care, or lack thereof, which might be provided or available at the RANGE and further agree to conform and comply with all of the rules and regulations of the RANGE or promulgated at the event.

F. I agree to compensate or reimburse the COUNTY for any costs, expenses or damages, including attorney fees, resulting from any claim brought against the COUNTY for property damage, personal injury or death, which arise as the result of the passive or active negligence or other act of mine while participating in and/or observing any activity conducted at the RANGE.

G. I have carefully read and fully understand the covenant not to sue contained herein and voluntarily sign this Waiver, Release of Liability and Indemnity Agreement.

FILL OUT THE FOLLOWING AS COMPLETELY AS POSSIBLE:

NAME (PRINTED): _____

ADDRESS: _____

CITY/STATE/ZIP: _____ DATE: ____/____/____

E-MAIL: _____ PHONE NUMBER: (____) _____ - _____

SIGNATURE: _____ WITNESS: _____

FAMILIES WITH INDIVIDUALS UNDER 18 YEARS OF AGE

BOTH PARENTS/CUSTODIANS MUST SIGN THIS FORM WHEN POSSIBLE

PLEASE PRINT "NAME"

PARENT/CUSTODIAN NAME: _____ SIGNATURE: _____

PARENT/CUSTODIAN NAME: _____ SIGNATURE: _____

MINOR'S NAME: _____ SIGNATURE: _____