

Omaha Gun Club, LLC

ASSUMPTION OF RISK - RELEASE OF LIABILITY - COVENANT NOT TO SUE WAIVER - INDEMNIFICATION, HOLD HARMLESS AGREEMENT

In consideration of Omaha Gun Club, LLC, its owners, members, lessors, members, agents or employees, allowing the undersigned, (hereinafter referred to as "I") to participate in firearms training, range shooting, and/or other activities, it is agreed that:

- 1. Assumption of Risk:** I know and understand that shooting firearms, firearm training, and activities related to the same are inherently dangerous, and cannot be made completely safe. By participating in these activities, I may incur serious injury or death. I freely, knowingly, and voluntarily assume the risks of shooting firearms, firearms training, and related activities, and acknowledge that I could be seriously injured or killed as a direct or indirect result thereof.
- 2. Release of Liability:** I hereby, freely, knowingly, and voluntarily release and discharge Omaha Gun Club, LLC, its owners officers, agents, lessors, servants, and employees from any and all liability, claims, demands, suits, actions, or causes of action whatsoever arising out of any incident, damage, personal injury, or loss of property inflicted upon me or others while on the premises, or using my own or the firearms of Omaha Gun Club, LLC, or while participating in any of the activities contemplated in this agreement, whether such loss, damage, or injury results from the negligence of Omaha Gun Club, LLC, its officers, owners, agents, members, employees, or lessors, or from some other cause. By voluntarily choosing to participate in any of the activities contemplated by this agreement, I rely upon my own judgement, and not upon any safety precautions taken by Omaha Gun Club, LLC. I will not participate in any of these activities unless and until I fully and completely understand the proper safety precautions and procedures I am to follow, and will, during my participation in any of the afore described activities, rely upon my own skill, judgement, and ability.
- 3. Covenant Not to Sue:** I agree for myself, and for and on behalf of all of my heirs, representatives, and assigns never to institute any suit or action at law or in equity, or otherwise against Omaha Gun Club, LLC, for any and all demands, actions, causes of action, direct or indirect damages, losses, claims, or proceedings which I may have, or which may be initiated by any other parties, which arise directly or indirectly from participation in the activities contemplated by this agreement. I agree to this covenant not to sue in full realization that I may be injured or killed during participation in any of the events contemplated by this agreement. I agree to the preceding even though said damages, injuries, or fatalities may result from improper supervision of my actions by Omaha Gun Club, LLC. I agree to the preceding even though said damages, injuries, or fatalities may result from improper performance of the owners/ agents/employees prior to, during, or after my involvement in the activities contemplated by this agreement. I agree to the preceding, even though said damages, injuries, or fatalities may result from attempts, prudent or imprudent, to rescue me, or to render aid to myself or others by members, owners, or employees of Omaha Gun Club, LLC, or any other organization or individuals available for said rescue or aid. I agree to the preceding, even though said damages, injuries, or fatalities may result from individuals, groups, or organizations not part of Omaha Gun Club, LLC, as defined in this agreement. I agree to the preceding, even though said damages, injuries, or fatalities may result from events that occur on lands not owned or leased by Omaha Gun Club, LLC. I agree to the preceding, even though said damages, injuries, or fatalities may result from events not directly related to the events contemplated by this agreement.
- 4. Acknowledgement.** By signing below, I affirmatively state that I have read and do understand the above ASSUMPTION OF RISK, RELEASE OF LIABILITY, & COVENANT NOT TO SUE, and agree to the terms and conditions stated herein. I also acknowledge that I have been given the opportunity to consult with legal counsel before signing this agreement, and that I sign with legal counsel's approval, or by my signature hereto I waive my right to consult with legal counsel, and assume the risk of this agreement without the benefit of legal counsel of my own choosing.

- 5. Governing Law:** This Agreement shall be governed by the laws of the state of Nebraska.
- 6. Entire Agreement:** This Agreement, together with all amendments hereto constitute the entire Agreement of the parties as to the subject matter hereof, and expressly supersedes all proposals, oral or written, and all negotiations, conversations, or discussions heretofore had between the parties related to this Agreement. I affirmatively state that I have not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any Order or other instrument submitted or agreed to by Omaha Gun Club, LLC.
- 7. Amendments and Modifications:** This agreement shall not be deemed or interpreted to be modified, amended, rescinded, canceled or waived, in whole or in part, except by a written amendment signed by each party.
- 8. Section Headings:** Section headings are provided for convenience of reference and do not constitute a part of this Agreement.
- 9. Severalty:** In the event any section contained in this agreement, or any item, part, or term within any particular section, should be determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remaining sections or items shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain that particular section or item held to be invalid or unenforceable.
- 10. No Other Agreements:** By executing this Agreement, the parties agree that the terms and conditions of this Agreement shall supersede the terms and conditions of all previous agreements between the parties and the no other agreements exist, either written or oral.

Range User Signature _____

Date _____

Please print name _____