



# OSHAWA SKEET AND GUN CLUB

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

IN CONSIDERATION for the use of the ranges, buildings, land and any use and presence on the premises of the Oshawa Skeet and Gun Club and/or participation in any activity at the Premises either as a member or a guest or in relation to my membership or in any other way (the "Conduct"), and/or for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned, intending to bind all of my personal representatives including executors or administrators, assigns, heirs, next of kin and any minor on whose behalf this document is signed, does state that:

1. I HEREBY ACKNOWLEDGE AND AGREE that: (a) CONDUCT INVOLVES REAL AND SUBSTANTIAL RISKS AND DANGERS OF INJURY, SERIOUS BODILY INJURY, AND/OR PERMANENT DISABILITY, PARALYSIS, AND DEATH which Conduct includes, without limiting the generality of the foregoing, the discharge of firearms and the firing of live ammunition; observing individuals discharging firearms; and/or the use of the premises, club or other facilities for any purpose, including recreation or business. I acknowledge and hereby agree that my use of the premises, participation in individual and group activities, including the use of firearms or archery involves initiative, problem solving, and entails known and unanticipated risks that could result in physical or emotional injury or death. I understand and agree that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: the hazards of slips and falls; being struck by objects dislodged or dropped from above or flying through the air, the hazards from using firearms and/or bows and arrows, or the use of firearms or bows and arrows by others, the risks of falling off of equipment, such as stands, or down embankments or off trails, the risk of explosion, or even the exertion of the physical participation in the activity as well as my own known or unknown physical condition ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Conduct, the conditions in which the Conduct takes place, or THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASEES NAMED BELOW; (c) there may be OTHER RISKS or SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND VOLUNTARILY ASSUME ALL SUCH RISKS AND DANGERS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Conduct or arising from any such RISKS or Dangers.

2. I DO HEREBY DECLARE that I do not pose a significant risk to myself or others' health and safety by participating in the Conduct.

3. I FURTHER ACKNOWLEDGE AND AGREE that I have either had a physical examination and I have been given my physician's permission to participate in the Conduct or that I have decided to participate in the Conduct without the approval of my physician, and knowingly and fully and unconditionally assume such risk. I agree to limit my participation in the Conduct to accurately reflect my objective personal health and fitness level.

4. I FURTHER ACKNOWLEDGE AND AGREE that if I do not act in accordance with this Agreement and with the rules and regulations governing my presence on the Premises as a member or a guest the rules and regulations governing the Conduct and/or my membership as determined by the Oshawa Skeet and Gun Club from time to time I shall not be permitted to continue to use the Premises or participate in any activities or programs and/or my membership may be revoked by the Oshawa Skeet and Gun Club in its sole and unfettered discretion.

5. I FURTHER ACKNOWLEDGE AND AGREE that if, at any time, I believe the conditions to be unsafe and/or the conditions are objectively unsafe on the Premises or in relation to the Conduct, I will immediately discontinue further participation in the Conduct and notify the Oshawa Skeet and Gun Club immediately.

6. I FURTHER ACKNOWLEDGE, AND AGREE HEREBY TO RELEASE, DISCHARGE, AND HOLD HARMLESS AND DEFEND Oshawa Skeet and Gun Club, and any of its employees, directors, officers, agents, or volunteers (and their heirs, executors, trustees, or beneficiaries) (the "Releasees") from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CLAIMS OF NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE *OCCUPIERS LIABILITY ACT* ON THE PART OF THE RELEASEES arising out of, or related to the Conduct, and without limiting the generality of the foregoing, including, but not limited to any and all injuries, damages or illnesses suffered by the Undersigned, the Undersigned's presence on or use of Premises for any purpose or activity, whether sponsored by, authorized, assisted, regulated, or not, by the Releasees, the Undersigned's own property (whether or not entrusted to Oshawa Skeet and Gun Club), any patent or latent defect in the Premises, and/or connected with the discharge of firearms, the Undersigned's participation in discharging firearms, observing the discharging of firearms, participation in or observation of any activity, the use of the range, buildings, land and any use and presence on the Premises; and any and all acts or omissions of the Undersigned or of any third party (including, without limit, licensees, trespassers or business invitees). Should any such claim, demand or lawsuit arise or be asserted in any way related thereto, whether arising under the laws of Canada, Ontario, or under any theory of law or equity, the Undersigned will indemnify, hold harmless and defend the Releasees from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against the Releasees, whether individually, jointly, or in concert with the Undersigned, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including lawyer's fees.

7. I FURTHER ACKNOWLEDGE AND AGREE that I have read, understand and will at all times abide by all Oshawa Skeet and Gun Club rules, any separate rules or procedures required by any activity, the procedures, safety rules, and any and all Range Officer instructions, whether communicated in writing, posted on the premises and/or communicated verbally.

8. I FURTHER ACKNOWLEDGE AND AGREE that this instrument binds not me but also my executors, administrators,



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assignees or heirs and any minor for whom it is signed.

9. I FURTHER ACKNOWLEDGE AND AGREE that this Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario, and I consent to the jurisdiction of the Superior Court of Justice (Ontario). If any portion of this agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect

I ACKNOWLEDGE AND AGREE THAT I AM AGE 18 OR OLDER, HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND I INTEND IT TO BE COMPLETE AND UNCONDITIONAL.

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Authorized Signature on behalf of the  
Oshawa Skeet and Gun Club  
Print Name  
Date

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\_\_\_\_\_  
\_\_\_\_\_

Member/Guest Signature  
Print Member Name  
Date

PAL# \_\_\_\_\_ Expiry \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_