



# Indiana Black Powder Guild<sup>©</sup>

5913 Hallowell Place  
Ft Wayne, IN 46815  
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260-438-1044

## Membership Application

Name:		
SASS Alias:	Membership No.:	
Street Address:		
City:	State:	Zip:
Telephone:		
Email:		
Webpage (if applicable):		

# **GENERAL RELEASE, LIABILITY WAIVER**

**&**

## **INDEMNITY AGREEMENT**

**COWBOY ACTION SHOOTING AND RELATED ACTIVITIES**

### **THE USE OF FIREARMS AND AMMUNITION IS INHERENTLY DANGEROUS.**

ALL PERSONS ATTENDING ANY EVENT(S) SPONSORED BY THE INDIANA BLACK POWDER GUILD ACKNOWLEDGE THAT RISK BY RELEASING FROM LIABILITY ALL MATCH OFFICIALS, PRESENTERS, BOARD MEMBERS AND CLUB & RANGE OWNERS AND THE SINGLE ACTION SHOOTING SOCIETY®.

I \_\_\_\_\_ hereby acknowledge that I have voluntarily applied to become a member of the Indiana Black Powder Guild and/or participate in and/or observe the sport of cowboy action shooting and its related activities including, but not limited to, equestrian events, children's games, entertainment, food service and merchandise vendors.

As lawful consideration of membership or being permitted to enter into the premises upon which these events are conducted and of being permitted to participate in or observe activities or otherwise use the facility, I, the Undersigned, on behalf of myself, my heirs, distributees, legal representatives, next of kin and assigns, agree to the provisions set forth below:

**1.** I hereby release, waive, discharge and covenant not to sue, make claim against the person or persons or property of or otherwise prosecute the Indiana Black Powder Guild, Cutter's Raiders of Paradise Pass, Banana River Outfitters, or any of their affiliate organizations, officers, directors, shareholders, agents and or employees, for all purpose collectively referred to herein as 'RELEASEES', for liability on account of damage to the property of or injury to the person or death of the undersigned, whether caused from the passive or active negligence of RELEASEES or otherwise while the undersigned is participating in or observing the shooting, sporting or related activities being presented by RELEASEES.

**2.** I hereby agree to indemnify and save and hold harmless the RELEASEES and each of them from any loss, liability, damage, or cost that RELEASEES may incur due to the presence of or any act of the Undersigned while the Undersigned participates in or observes the shooting events or related activities being presented by RELEASEES, whether caused by the passive or active negligence of RELEASEES or otherwise.

**3.** The Undersigned expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broadly interpreted as is permitted by the laws of the State of Indiana. The Undersigned further agrees that if any provision(s) of this agreement is (are) held to be invalid, the balance of the agreement shall continue in full force and effect.

**4.** The Undersigned warrants that the following statements are true and correct and understands that RELEASEES have relied on them in entering into the foregoing Release, Waiver and Indemnity Agreement and in giving the Undersigned permission to participate in and/or observing the shooting, sporting and/or other activities being conducted by RELEASEES.

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

B. The Undersigned is fully aware of the risks and hazards inherent in entering upon the premises where RELEASEES events are being conducted and participating in and/or observing any events held upon said premises knowing the present condition thereof.

C. The Undersigned acknowledges that the risk and hazards being assumed by the Undersigned may increase during the time the Undersigned is participating in or observing the activities being conducted by RELEASEE.

D. The Undersigned is aware that participation in, or observation of, the sport of cowboy action shooting with live ammunition and loaded firearms is a hazardous activity. The Undersigned is a voluntarily participant in, and/or observer of, these activities with the full knowledge and appreciation of the dangers therein. The Undersigned hereby expressly agrees to assume any and all risks of property damage, personal injury or death that may result from participating or observing cowboy action shooting.

E. The Undersigned gives consent to whatever medical care might be provided or available on the premises and further agrees to conform and comply with all the rules and regulations promulgated at the event.

F. The Undersigned agrees to compensate and/or reimburse RELEASEES for any and all costs, expenses or damages including, but not limited to, attorneys fees, resulting from any claim brought against the RELEASEES for property damage, personal injury or death, which arise as a result of passive or active negligence, or other act, of the Undersigned while participating in or observing the shooting or other events and related activities conducted by the RELEASEES.

**G. THE UNDERSIGNED AGREES THAT ANY UNSAFE ACT, INCLUDING THE USE OF ALCOHOL AND/OR CONTROLLED SUBSTANCE WHILE INVOLVING THE HANDLING OR USE OF ANY FIREARM OR WHILE ARMED, WILL BE CAUSE FOR IMMEDIATE EXPULSION FROM THE RANGE AND/OR CLUB.**

**H. THE UNDERSIGNED HAS CAREFULLY READ AND FULLY UNDERSTANDS THE COVENANT NOT TO SUE CONTAINED HEREIN, AND VOLUNTARILY SIGNS THIS RELEASE, WAIVER OR LIABILITY AND INDEMNITY AGREEMENT.**

*I am over the age of eighteen (18) years or, I am signing this agreement on behalf of a person under the age of eighteen (18) years and I covenant that I have all legal authority to act on behalf of such minor person, and I bind said minor, and / or myself to the terms of this agreement.*

Date: \_\_\_\_\_ Name of Minor : \_\_\_\_\_ AGE \_\_\_\_\_

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

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

Telephone: ( ) \_\_\_\_\_ Alias: \_\_\_\_\_