



Fundy Shooting Sports Inc.

3267 Red Head Road, Mispec, NB E2J 4W7

www.fundyshootingsports.org

Waiver and Release of Liability Agreement

IMPORTANT: THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS AND LIABILITIES. This waiver form must be read, understood and signed before the participant is allowed to take part in any shooting event.

I _____ (“User”), including all minors that I am legally or ethically
(Print Name)

responsible, as listed below in consideration of being permitted to participate in any shooting sports or activities of Fundy Shooting Sports Inc. (FSSI), acknowledge, appreciate and irrevocably agree that:

A. ACKNOWLEDGE AND AFFIRM:

1. That I have read the Safety Rules of FSSI as posted.
2. I am aware that shooting sports and all activities related thereto involve inherent risks, dangers and hazards, including the risk of serious personal injury or death.
3. I freely accept and fully assume all risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from my participation in shooting activities.
4. I hereby release FSSI from any and all liability for any loss, damage, injury or expense that I, or my next of kin, may suffer or incur as a result of my actions at the shooting range.
5. I hereby acknowledge that I am not under any prohibition from handling, possessing, or using firearms and/or ammunition and/or prohibited devices of any nature (in other words, ask yourself if the police or a probation officer would be upset that you were here).
6. 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 of any person present, I will immediately discontinue further participation in the shooting sport or activity and immediately notify the FSSI representative.

INITIAL AS READ PART A: _____

B. WAIVER AND RELEASE: Fundy Shooting Sports Inc. (FSSI) and its directors, officers, employees, volunteers, representatives and agents from any and all claims, demands, damages, actions arising whether directly or indirectly from or in consequence of any and all losses, injury (including loss of life) and/or damage to the person and/or property of the FSSI suffered, sustained or incurred during, in connection with or as a result of my presence at or use of the facilities, or while attending or participating in activity associated or connected with FSSI, the facilities or the directors, officers, employees, volunteers, representatives and agents of the FSSI, due to any cause whatsoever including without limitation the negligence, gross negligence or willful misconduct of the FSSI, its directors, officers, employees, volunteers, representatives, clients, customers, suppliers, members or agents. AND ON BEHALF OF MYSELF, I HEREBY WAIVE ANY AND ALL CLAIMS against FSSI and its directors, officers, employees, volunteers, representatives and agents for damages, costs and expenses (including legal expenses) which I may have, sustain or incur in connection with or arising directly or indirectly in any way from my presence at or use of the Facilities, or while attending or participating in activity associated or connected with FSSI including, without limitation, all damages, costs and expenses arising from: (a) the provision of services of any kind including but not limited to provision of firearms and ammunition and the loading and discharge thereof; and (b) the provision of insurance or lack thereof; and

Initial as read part B: _____

C. INDEMNITY and agree to promptly indemnify and hold FSSI and its directors, officers, employees, volunteers, representatives and agents harmless from and against any and all liabilities, claims, demands, actions, causes of action, judgments (including judgments for costs), costs or expenses (including legal expenses) which FSSI or its directors, officers, employees, volunteers, representatives or agents may suffer, sustain or incur as a direct or indirect result of any act or omission of any nature or kind whatsoever of the USER or any guest or invitee of the USER. I acknowledge that the execution and delivery of this Release Waiver and Indemnity Agreement is required as a condition precedent of FSSI granting access to the facility and use thereof. I further acknowledge and agree that FSSI reserves the right not to proceed with granting access or to otherwise discontinuing access at any time. **I warrant and represent to FSSI that I have authority to sign this Release, Waiver and Indemnity Agreement on behalf of heirs, my executors, administrators and myself.**

Initial as read part C: _____

I have read this Waiver and Release of Liability Agreement (including the below attached Firearms and Range Safety Rules) prior to signing it, and I understand it. I further understand that by signing this document, I am affecting the legal rights of myself, minors listed below, my heirs, executors, administrators and my next of kin. The information collected on this form shall be treated as confidential and will only be released and stored as required by law.

If any part of this document shall be unenforceable, the portion, which is unenforceable, shall be served and the balance of this document shall remain in full force and effect. Without limiting the generality of the foregoing, if the Release on behalf of myself or any minor that I am legally or ethically responsible for shall be deemed to be unenforceable, the aforesaid Indemnities shall nevertheless remain in full force and effect.

Name of User (Print):	Signature of User:
Name of Minor - if applicable (Print):	Signature of Guardian (You must be the Legal parent or guardian to sponsor a minor):
Printed name of Witness:	Signature of Witness:
Date:	

Firearm Safety:

You will see firearm safety reminders posted throughout our facility, not just in the range area. All staff, members and users of this range must follow these rules at all times. They are clear and simple, and if they are never violated, a firearm can never without human intervention accidentally harm anybody.

- ASSUME EVERY FIREARM IS LOADED

- CONTROL THE MUZZLE DIRECTION AT ALL TIMES

- KEEP YOUR FINGER OFF THE TRIGGER AND OUT OF THE TRIGGER GUARD UNTIL YOUR SIGHTS ARE ON THE TARGET

- ALWAYS BE SURE OF YOUR TARGET AND BEYOND

Range Safety:

-Everyone must wear ear and eye protection while in the shooting bays

-Firearms will only be loaded on the firing line.

-Keep your muzzle pointed below the top of the range backstop.

-Nobody will move in front of the firing line for any reason, without the approval of a Range Officer.

-Only ammunition of the types and calibers authorized will be used. When in doubt ask the staff.

-Remember that lead is a hazardous material and that while shooting you can be exposed to it.

For your own safety, do not eat or drink on the ranges after you have been shooting without first washing your hands. Remember to wash your hands before leaving the facility and/or before eating or drinking.