

General Release – New Holland Rifle and Pistol Club

By signing below and in exchange for the opportunity to use New Holland Rifle and Pistol Club's facilities (the "Facilities"), the undersigned ("User") indicates that she or he has carefully read and understands this General Release, and acknowledges and agrees to the following items, on behalf of User and her or his heirs, guardians, representatives, successors and assigns.

- (a) The individual signing below is at least 18 years of age, mentally competent and medically able to agree to the terms of this General Release. The individual signing below gives this General Release freely and knowingly with full understanding of its content and effect. If the User is not at least 18 years of age, the parent or guardian listed below gives User permission to use the Facilities and participate in organized events at the Club (the "Events"), under the conditions stated within and signs on behalf of User.
- (b) User is legally permitted to possess and use firearms and other related equipment ("Firearms"), whether at the Facilities or otherwise, and is capable of using Firearms safely. The Club does not provide guidance on the specific legality or effectiveness of skills learned at the Facilities or any Events. User is responsible for determining the requirements of all applicable laws as they may relate to ownership, possession and use of firearms, and remaining in compliance with such requirements. User will follow the policies, procedures and rules of the Club, including the policies, procedures and rules of any Event in which User is participating. The Club reserves the right to temporarily or permanently revoke User's right to be present at the Facilities at any time for any reason.
- (c) User has made a fully informed decision to be present at the Facilities and to participate in Events, understanding that inherent in the nature of such events and the use of Firearms is the potential of serious property damage and physical injury, up to and including death. User understands that the use of Firearms may involve risks (unforeseen or otherwise) and that User is responsible for her or his own safety and behavior, including but not limited to the use of appropriate personal protective equipment and refraining from the use of substances that may alter User's mental state. User is under no obligation to be present at the Facilities or to participate in any Events, and is permitted to leave the Facilities or to decline participation or attendance or continued participation or attendance in any Events at any time for any reason.
- (d) User waives, releases and forever discharges any rights, claims, demands, or objections which User has or which afterwards may accrue to User against the Club; its affiliates, sponsors, partners, or licensees; or any of its officers, directors, employees, facilitators, volunteers, agents, representatives, assigns or successors (past or present) (the "Club Parties"), including for any physical injury, death or property damage, in connection with User's presence at the Facilities or participation in any Events, regardless of the cause of such rights, claims, demands, or objections. User understands that this General Release is intended to discharge, release and waive any and all claims, damages, and liabilities arising from her or his presence at the Facilities or participation in any Events, even if such claims arise by the negligence of Club Parties. User agrees to indemnify and hold harmless the Club Parties from and against any claims, damages, and liabilities that User had or may have for personal injury, death, or property damage arising in any way from User's presence at the Facilities or participation in any Events.
- (e) The Club may designate personnel to capture photographs and recordings of User while present at the Facilities or participating in an Event (the "Media"). User consents to the Club's unlimited use of the Media for unlimited time in all print mediums, or other media of tangible expression (including the Internet and/or forms of social media), as the Club may elect and without payment of royalties or other compensation to User. User waives the right to inspect or approve the finished materials in which the Media may be exhibited, published or distributed. All Media is owned by the Club, and the Club may register any copyrights or other intellectual property rights in the Media. To the extent User has any copyrights or other rights in the Media, such as a right of publicity, they are assigned to the Club. User waives all rights or claims in any media or material using User's name, photograph, voice persona or likeness contained in the Media. The Club is only responsible for Media captured by its designated personnel; other users of the Facilities or participants in Events are responsible for obtaining their own permissions and User understand that the Club has no control over these other individuals.
- (f) If any provision of this General Release is deemed invalid or unenforceable, it will not invalidate the remaining provisions of this General Release. The Club's failure to exercise any of its rights under this General Release does not prevent it from exercising such rights at a later date. This General Release contains the full and complete understanding of the Club and User with regard to its subject matter and supersedes all prior agreements and understandings, cannot be modified except in writing signed by both User and an authorized representative of the Club, and is governed in accordance with the laws of Pennsylvania, without regard to its conflict or choice of law provisions. This General Release will continue in effect even after termination of User's presence at the Facilities or participation in any Events. An electronic or facsimile signature will have the same force and effect as an original, non-facsimile signature.

User

If User is a minor:

User's Parent/Guardian

Name: _____

Date: _____

Name: _____

Date: _____