



NASHVILLE GUN CLUB

ACKNOWLEDGEMENT, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

For the value received, the Undersigned acknowledges receiving permission from the Nashville Gun Club, Inc. (herein the "Club"), for use of the Club Facilities and land known as Nashville Gun Club in Davidson County, Tennessee (herein the "Premises"), for the purpose of sporting clays shooting, instruction and instructional clinics, trap shooting, skeet shooting, sport and other target shooting, and other recreational activities. Undersigned acknowledges that the owners of the Premises, State of Tennessee (herein "Landowners"), have not constituted Undersigned as an invitee or licensee.

THE UNDERSIGNED ACKNOWLEDGES THAT THIS PERMISSION MAY BE REVOKED AT ANY TIME IN THE FUTURE. UNDERSIGNED ALSO ACKNOWLEDGES THAT THIS PERMISSION DOES NOT CONTAIN ANY ASSURANCE FROM ANY RELEASED OR INDEMNIFIED PARTY THAT THE CLUB FACILITIES OR PREMISES ARE SAFE FOR THE PERMITTED PURPOSES EITHER UPON DATE OF ENTRY OR ANY TIME IN THE FUTURE. UNDERSIGNED ACKNOWLEDGES THAT NEITHER THE CLUB NOR THE LANDOWNERS ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ANY INJURY TO OR DEATH OF UNDERSIGNED CAUSED BY THE CONDITION OF THE CLUB FACILITIES OR PREMISES, THE NEGLIGENCE OF THE CLUB OR LANDOWNERS OR ANY OF THEIR AGENTS OR EMPLOYEES OR THE NEGLIGENCE OF ANY OTHER PERSON OR PERSONS TO WHOM A SIMILAR PERMISSION HAS ALSO BEEN GRANTED. UNDERSIGNED ALSO ACKNOWLEDGES ASSUMPTION OF ALL RISKS IN CONNECTION WITH THE USE OF THE CLUB FACILITIES AND PREMISES FOR ANY PURPOSE. UNDERSIGNED ACKNOWLEDGES THAT THE POSSIBILITY OF INJURY OR DEATH EXISTS IN DANGEROUS PURSUITS SUCH AS USE AND SHOOTING OF FIREARMS AND THE OTHER RECREATIONAL ACTIVITIES HEREIN DESCRIBED. UNDERSIGNED SHALL AT ALL TIMES BE RESPONSIBLE FOR HIS OR HER OWN SAFETY WHILE AT THE CLUB FACILITIES OR THE PREMISES. THE UNDERSIGNED ACKNOWLEDGES ALL THESE DANGERS AND HEREBY RELEASES THE CLUB, THE LANDOWNERS AND ALL AGENTS AND EMPLOYEES OF THE CLUB OR LANDOWNERS FROM ANY LIABILITY FOR NEGLIGENCE, OR FOR FAILURE TO MAKE THE CLUB FACILITIES OR PREMISES SAFE OR FAILURE TO WARN OF ANY UNSAFE CONDITION OR FROM ANY OTHER LIABILITY RESULTING FROM ANY INJURY OR DEATH UNDERSIGNED MAY SUSTAIN FROM ANY CAUSE WHATSOEVER, INCLUDING SPECIFICALLY ANY INJURY OR DEATH FROM USE OF ANY FIREARM OR SUPERVISION OF ANY USE OF ANY FIREARM BY THE CLUB, LANDOWNERS, THEIR AGENTS, GUESTS, EMPLOYEES OR ANY OTHER PERSONS. UNDERSIGNED AGREES TO COMPLETELY AND ABSOLUTELY INDEMNIFY AND HOLD HARMLESS THE CLUB AND LANDOWNERS FROM ANY LOSS OR DAMAGE, FINANCIAL OR OTHERWISE, INCLUDING ALL COSTS AND ATTORNEY'S FEES, FROM ANY CLAIM BROUGHT AGAINST CLUB OR LANDOWNERS BY ANY OTHER MEMBER OR GUEST ARISING OUT OF ANY INJURY OR DEATH RESULTING FROM ANY ACT OR THING DONE BY UNDERSIGNED IN CONNECTION WITH THE USE OF ANY FIREARM OR WHILE USING THE CLUB FACILITIES OR PREMISES IN CONNECTION WITH ANY OTHER RECREATIONAL ACTIVITY.

Undersigned acknowledges that club rules prohibit the operation of any motor vehicle by any member or guest beyond the regular road and parking areas located upon the Premises. Undersigned acknowledges that there are several areas of hazardous terrain upon the Premises. In the event Undersigned undertakes to operate a four-wheel drive vehicle (or any other motor vehicle) off the regular roads on any hazardous terrain, Undersigned agrees to assume all of the risk in connection with the operation of said vehicle upon said terrain and Undersigned further agrees to indemnify and hold harmless the Club and the Landowners from any and all loss of damage, financial or otherwise, including all costs and attorney's fees, from any claim brought by Undersigned or any member or guest against the Club or Landowners arising out of any injury or death resulting from any act or thing done by Undersigned in connection with the use or operation of said vehicle upon the Premises.



With respect to the foregoing and all acknowledgements, assumptions, releases and indemnifications set forth herein, should Undersigned elect to be accompanied by his or her minor child whose name and signature appears herein below (herein "Minor Child"), Undersigned also executes this Acknowledgement, Assumption, Release of Liability and Indemnification Agreement, for and on behalf of said Minor Child, and for and on behalf of his or herself as parent of said Minor Child, to the fullest extent possible under the law. Moreover, should a cause of action accrue to the Minor Child for any reason whatsoever against the Club and/or Landowners, by reason of said Minor Child's use of the Club Facilities or Premises, Undersigned shall completely and absolutely indemnify and hold harmless the Club and Landowners for any loss or damage, financial or otherwise, including all costs and attorneys' fees related to any cause of action which may be asserted against the Club and/or Landowners by Undersigned on behalf of said Minor Child, or by any other parent or legal guardian on behalf of Minor Child or by Undersigned Minor Child after he or she attains the age of majority.

Undersigned agrees that the permission herein granted extends only to the Undersigned (and, to the extent applicable to Minor Child). Upon request, the Club will, in its sole discretion, extend permission to use the Club Facilities and Premises to a Club member's guest provided said guest has become familiar with all Club Safety Rules and Regulations and Club guidelines and has executed a separate Acknowledge, Assumption of Risk, Release of Liability, and Indemnification Agreement on the form then the use by the Club. Undersigned agrees not to invite or extend permission to any other person ("unauthorized user") to use the Club Facilities or the Premises and further, Undersigned shall completely and absolutely indemnify and hold harmless the Club and Landowners from any claims of any nature whatsoever by any such unauthorized user, made against Club or Landowners.

Notwithstanding any of the terms and conditions herein set forth, Undersigned agrees that under no circumstance whatsoever shall Undersigned or Minor Child ever be entitled to recover from the Club or Landowners for any claim or damage of any nature whatsoever in an amount not to exceed One Thousand and 00/100 dollars (\$1,000,00) or the amount paid by Undersigned for permission to use the Club Facilities or Premises on the day the claim arises or the annual Club membership fee then in effect, whichever amount is less.

Undersigned agrees that this Agreement may be pled by Club or Landowner in accord with its terms as a defense to any action or other proceeding which may be instituted by Undersigned in a court of law or by Club or Landowners against Undersigned to the full extent of the contractual agreements and indemnifications herein set forth.

This acknowledgement, Assumption, Release of Liability and Indemnification Agreement shall be renewable and continuing and in force and effect for as long as the Undersigned continues to return to and visit the Club Facilities and Premises or contract with the Club for off Premises activities otherwise covered herein. Undersigned has been furnished a copy of the Rules and Regulations governing recreational shooting at the Club/Premises and has read same and agrees to abide thereby.

UNDERSIGNED AGREES THAT EACH AND EVERY TERM OF THIS AGREEMENT SHALL BE BINDING UPON UNDERSIGNED AND HIS OR HER PERSONAL REPRESENTATIVES, INCLUDING HEIRS AND ESTATE.

DATED: _____

Signature

Street Address

Printed Name

Home Telephone - Office Telephone



**MINOR CHILD - OTHER PARENT
ACCEPTANCE**

In the event Undersigned's Minor Child intends to accompany Undersigned now or any time in the future, Undersigned acknowledges that he or she has reviewed this entire Agreement with said Minor Child and requested the signature of said Minor Child hereon as evidence of that review and explanation. Minor Child's other parent or legal guardian joins in this Agreement for the purpose of accepting all the terms hereof and agreeing to be bound by each and every term hereof including every provision or acknowledgement, assumption of risk, release of liability and indemnification.

DATED: _____, 2001

Minor Child - Signature

Print Name

Other Parent/Legal Guardian Signature

Print Name