



DAY MOUNTAIN RANCH AND RESORT - GUN RANGE WAIVER

FIRING RANGE WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK IN CONSIDERATION OF BEING ALLOWED TO USE THE FIRING RANGE LOCATED AT DAY MOUNTAIN RANCH AND RESORT, YOU WAIVE YOUR RIGHTS AS FOLLOWS:

I HEREBY: [Initial before each number]

_____ 1. Fully understand and appreciate that using a firing range is an inherently dangerous activity, and understand the dangers, hazards, and risks inherent in a firing range, including the inherent risks associated with the use and misuse of firearms.

_____ 2. Acknowledge and understand that I will be voluntarily engaging in activities that involve the discharging of firearms which may result in the risk of serious injury, scarring, loss of an important bodily function, permanent disability, or death, and may cause severe social or economic losses due to not only my own actions, inaction or negligence, but also to the action, inaction or negligence of others or conditions of the premises or of any equipment used. Further, I acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time.

_____ 3. Assume all the foregoing risks and accept personal responsibility for any damages following such injury, permanent disability, or death.

_____ 4. Release from, waive, and discharge all actions, claims, or demands that I, my assignees, heirs, guardians, and legal representatives now have or hereafter have for damage or losses on account of injury, including permanent disability and death or damage to property arising out of my use of the firing range, including without limitation and claims or demands, caused or alleged to be caused in whole or in part by the negligence or other acts of DAY MOUNTAIN RANCH AND RESORT AND DAY MOUNTAIN RANCH, LLC (hereafter, "RANCH"), and fully release the RANCH and its owners, managers, officers, employees or agents of and from any liability whatsoever, as a result of my participation in any gun-related activities. I hereby agree and covenant to save and hold harmless, indemnify, and defend any claim against RANCH and its owners, managers, officers, employees or agents, as a result of my participation in any gun-related activities. I hereby agree and covenant to save and hold harmless, indemnify, and defend any claim against RANCH and its shareholders, directors, officers, employees or agents, arising out of my use of the firing range.

_____ 5. Agree to comply with all Idaho State laws regarding the use and possession of firearms.

_____ 6. [Parents of minors only] Agree (if a Parent(s) or legal guardian(s) of minor participants (age 18 and below)) to instruct the minor participant to the above warnings and conditions and their ramifications, and consent to the minor's participation.

I HAVE CAREFULLY READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND I DO SIGN IT VOLUNTARILY. I AGREE TO PARTICIPATE KNOWING THE RISKS AND CONDITIONS INVOLVED AND DO SO ENTIRELY OF MY OWN FREE WILL. I ACKNOWLEDGE RECEIVING A COPY OF THE RULES AND REGULATIONS OF THE FIRING RANGE AND AGREE TO ABIDE BY THEM.

_____ Participant (Printed Name)

_____ Signature

_____ Date

_____ Full Physical Address

_____ Phone Number

_____ Parent/Guardian (Printed Name)

_____ Signature

_____ Date