

## RELEASE AND USER OBLIGATIONS

RELEASE, WAIVER AND INDEMNITY AGREEMENT IN RESPECT OF DAMAGES AND/OR INJURIES TO A USER OF THE MAPLE LEAF MARKSMEN RIFLE AND REVOLVER CLUB FACILITY AND EQUIPMENT AND/OR DAMAGES SUFFERED BY A USER OF THE FACILITY AND EQUIPMENT OF MAPLE LEAF MARKSMEN RIFLE AND REVOLVER CLUB

**Important: This document will affect your legal rights and obligations. Please read it carefully before signing.**

I, X \_\_\_\_\_, ("User"), including all persons under the age of majority who are in my  
company

(PRINT NAME)

or for whom I am legally responsible, irrevocably agree as a condition precedent at all times to my presence upon or use, at any time, of any or all of the facilities of Maple Leaf Marksmen Rifle and Revolver Club ("Maple Leaf") located at the lands municipally known as 2102 Eleventh Street, St. Catharines, Ontario ("the lands") whether for my own purposes as an invitee of Maple Leaf or as part of a function or activity, whether or not such function or activity is sponsored, sanctioned or supported by Maple Leaf, do **hereby make the acknowledgements and do grant the waiver and indemnity set out below**, in addition to any other consideration which I may or may not have provided or agreed to provide to Maple Leaf.

**IN CONSIDERATION OF the use of the ranges, buildings, land and any use and presence on the lands and/or participation in any activity on the lands either as a member, or as a guest or in relation to my membership or in any other way ("the Conduct"), and/or, for good and other valuable consideration, the receipt, sufficiency and adequacy of which is acknowledged, for and on behalf of myself and for my heirs, executors, administrators, successors and assigns, next of kin and any minor on whose behalf this document is signed, hereby:**

**A. Acknowledge and affirm:**

1. that I am not under any prohibition from handling, possessing or using firearms and/or ammunition and/or any prohibited devices of any nature;
2. that the use of the ranges, buildings, land and any use and presence of Maple Leaf and/or participation of any activity either as a member or guest or in any other way (the Conduct") INVOLVES REAL AND SUBSTANTIAL RISKS AND DANGERS OF INJURY, SERIOUS BODILY INJURY, AND/OR PERMANENT DISABILITY, PARALYSIS AND DEATH and which conduct includes, without in any way limiting the generality of the foregoing, the discharge of firearms and the firing of live ammunition, observing individuals discharging firearms and handling live ammunition;
3. that my use of the premises, participation in individual and group activities, including the use of firearms, the handling of live ammunition and activities involving archery involves initiative, problem solving, and entails known and unanticipated risks that could result in physical or emotional injury or death and that the risks described below cannot be eliminated without jeopardizing the essential qualities of the activity.
4. that the risks include, but are not limited to, the hazards of slips and falls; being struck by objects dislodged or dropped from above or flying through the air; the hazards from the use of firearms or bows and arrows by others; of falling off of equipment such as stands or falling down embankments or off trails; of explosion; the exertion of the physical participation in the activity as well as my own known or unknown physical condition (and all of which are hereafter sometimes hereafter referred to as "the Risks");
5. that while on the lands or using the facilities of Maple Leaf, I am solely responsible for my own conduct, safety and well-being as well as the conduct, safety and well-being of any person accompanying me, including, but not limited to any person under the age of majority;
6. that engaging in or observing shooting activities exposes me and anyone accompanying me to lead particles and other potentially harmful contaminants;
7. that the by-products and emissions from the discharging of firearms is toxic to me and anyone accompanying me and that in particular lead particles which are emitted by the discharge of firearms is toxic to me and anyone accompanying me and that all persons who come in contact with such by products and emissions are at risk of incurring health problems;
8. that anyone under the age of 18 years and pregnant women are at higher risk of incurring health problems from contact with the by-products and emissions caused by the discharge of firearms;

9. that if I or anyone accompanying me enters the shooting areas and moves beyond the designated firing line, I and such person are at greater risk of injury or death;
10. that if I or anyone accompanying me engage in any activities including, with limiting the generality of the foregoing, any involvement in or shooting at points or in areas beyond the designated firing line, I assume all risk for myself and anyone accompanying me for any injury, including death, that I or they suffer;
11. that I will follow all warnings and instructions posted or given to me and that I and anyone accompanying me will practice safe shooting habits to protect myself and those around me and minimize the risk of injury or harm to myself or others;
12. that the Risks and other dangers may be caused by my own actions or inactions, the actions or inaction of others participating in the Conduct, the conditions in which the Conduct takes place, or the NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASEES NAMED BELOW;
13. that there may be other Risks or social or economic losses either not known to me or not readily foreseeable at this time;
14. that in entering upon the lands or using the facilities of Maple Leaf, I and anyone accompanying me do so at my sole and absolute risk, notwithstanding that I or anyone accompanying me may not be familiar with any or all aspects of firearms, ammunition or other related paraphernalia, the discharge of firearms or the risks and hazards associated therewith;
15. that I FULLY ACCEPT AND VOLUNTARILY ASSUME ALL SUCH RISKS AND DANGERS AS DESCRIBED HEREIN AND I VOLUNTARILY ASSUME ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES that I incur as a result of my participation in the Conduct or arising from any such Risks or dangers, all as described above.

**B.** I agree that:

1. if I do not act in accordance with the terms and conditions of this agreement and with the rules and regulations governing my presence on the lands as a member or as a guest and the rules and regulations governing the Conduct and/or my membership as determined by Maple Leaf from time to time, I shall not be permitted to continue to use the facilities, enter upon the lands or participate in any activities or programs and my membership may be revoked by Maple Leaf in its sole and unfettered discretion;
2. if at any time I believe the conditions to be unsafe and/or the conditions are objectively viewed as unsafe on the lands or in relation to the Conduct, I will immediately discontinue further participation in the Conduct and I will immediately notify Maple Leaf of such conditions.

**C.** I further acknowledge and agree hereby to **RELEASE, DISCHARGE AND SAVE AND HOLD HARMLESS AND DEFEND** Maple Leaf and any of its directors, officers, employees, agents, volunteers and their respective heirs, executors, administrators and assigns (“the Releasees”) from any and all fault, liabilities, costs, claims, expenses, demand or lawsuits, including, without limiting the generality of the foregoing, claims of negligence, gross negligence, breach of contract, or breach of any statutory duty of care including any duty of care owed under any applicable legislation, including the Occupiers Liability Act on the part of the Releasees arising out of or related to the Conduct and, without limiting the generality of the foregoing, but not limited to any and all injuries, damages or illnesses suffered by the undersigned, the undersigned’s presence on the lands or the use of the facilities on the lands for any activity, whether sponsored by, authorize, assisted, regulated or not, by the Releasees, the Undersigned’s own property (whether or not entrusted to Maple Leaf, any patent or latent defect in the lands (and the buildings and structures located on the lands) and/or connected with the discharge of firearms, the Undersigned’s participation in discharging firearms, observing the discharge of firearms, participation in or observation of any activity, the use of the range, buildings and any use and presence on the lands and/or buildings and structures situate on the lands; and any and all acts or omissions of the Undersigned or of any third party, including licencees, trespassers or invitees (including business invitees. Should any claim, demand or lawsuit arise or be asserted in any way related thereto, whether arising under the laws of Canada or the Province of Ontario, or under any theory of law or equity, the Undersigned will indemnify, hold harmless and defend the Releasees from any and all costs, expenses, or liability including, but without limiting the generality of the foregoing, the cost of any settlement or judgment made or rendered against the Releasees, whether individually, jointly or severally or in concert with the Undersigned, together with all costs of court and other expenses incurred in connection with any such claim, demand or lawsuit, including lawyer’s fees.

**D.** If I, a parent and/or legal guardian of a person under the age of majority (“a Minor”), have a Minor in my company while I am at the premises and the Minor engages in the Conduct, all of the terms conditions and provisions of this agreement shall apply to the Minor and, without limiting the generality of the foregoing, I specifically agree that the provisions of Release and Indemnity set out in clause C shall apply with respect to the Minor.

**E.** This agreement shall be construed and enforced in accordance with the laws of the Province of Ontario.

- F. If any term or provision of this agreement is determined to be invalid, such term or condition shall be severed but all other terms and conditions shall continue to be binding and in full force and effect. Without limiting the generality of the foregoing, if the Release on behalf of me as described herein is deemed to be unenforceable, the aforesaid Indemnities shall nevertheless remain in full force and effect.
- G. This agreement shall be binding on me, my estate, my heirs, executors, administrators, successors and assigns.
- H. In the event that I do not possess a valid licence to handle, possess or use firearms and/or ammunition and/or prohibited devices of any nature, but I am a guest of a member in good standing of Maple Leaf or have been invited by Maple Leaf to participate in the Conduct, I agree to be bound by all of the acknowledgments, affirmations, agreements and provisions contained in this document;

**I acknowledge and confirm that:**

1. **I have read and fully understand this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement;**
2. **I have given up and waived substantial rights by signing it;**
3. **I have signed it freely and voluntarily and without inducement or assurance of any nature;**
4. **I intend it to be complete and unconditional; and.**
5. I have been provided / decline to be provided (strike out and initial choice) with a copy of this **Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement.**

X \_\_\_\_\_ Member (and Membership Number) / Guest name (printed)

X \_\_\_\_\_ Member / Guest signature

\_\_\_\_\_ Minor Member (and Membership Number) / Guest name (printed)

\_\_\_\_\_ Parent / Guardian of Minor (printed)

\_\_\_\_\_ Parent / Guardian of Minor signature

X \_\_\_\_\_ Date

X \_\_\_\_\_ PAL# (Except in the case that clause H applies)

*Please complete all lines indicated by X unless completing this waiver for a minor.*