

RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF THE RISK AGREEMENT

WHEREAS, in return for instruction in firearms, use of premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned agrees to the following:

The Undersigned agrees to indemnify, hold harmless and defend the Craven County Law Enforcement Officers Association, and any of its Executive Board or Members (hereinafter the "CCLEOA"), from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with: the discharge of firearms; the course of instruction; the undersigned's participation in the course of instruction, the range, buildings, land and premises used for the course of instruction (hereinafter the "Premises"); the Undersigned's presence on or use of said Premises; and any and all acts or omissions of the Undersigned. And should any such claim, demand, or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States or of the State of North Carolina, or under any theory of law or equity, the Undersigned will indemnify, hold harmless and defend the CCLEOA, from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgement made or rendered against the CCLEOA, whether individually, jointly, or in solido with the Undersigned, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including attorney's fees.

The Undersigned furthermore waives for himself/herself and his/her executors, administrators, assignees or heirs, any and all rights and claims for damages, losses, demands and any other actions whatsoever, which he/she may have or which may arise against the CCLEOA (including, but not limited to any and all injuries, damages or illnesses suffered by the Undersigned or the Undersigned's property), which may, in any way whatsoever, arise out of, be related to or be connected with: any course of instruction; the Premises, including any latent defect in the Premises; the Undersigned's presence on or use of said Premises; the Undersigned's property (whether or not entrusted to the CCLEOA); and the discharge of firearms. The CCLEOA shall not be liable for, and the Undersigned, on behalf of himself/herself and his/her executors, administrators, assignees or heirs, hereby expressly releases the CCLEOA from any and all such claims.

The Undersigned hereby expressly assumes the risk of entering the Premises and of taking part in activities on the Premises which include, but are not limited to, instruction in the use of firearms, the discharge of firearms and the firing of live ammunition or any physical activities that occur on CCLEOA Property.

The Undersigned furthermore hereby acknowledges and agrees that he/she has received, read, understands and will at all times abide by all CCLEOA range rules and by-laws.

This instrument binds the Undersigned and his/her executors, administrators, assignees or heirs.

Signed (Parent if Minor) _____ Date _____

Printed Name _____

Range Safety Officer (or Sponsoring Member) _____

Date _____