

**OAKDALE GUN CLUB WAIVER AND
RELEASE FROM LIABILITY**

Participant Last Name	Participant First Name	Participant Middle Initial	Date of Birth
Address			
City	State	Zip Code	County
Home Phone	Cell Phone	Email Address	
Emergency Contact		Emergency Phone	

I, _____, and on behalf of my family members, legal representatives, heirs, assigns, and agents, (collectively, "Releaser" or "I") in consideration of being permitted entry to and/or use of the range, buildings, facilities, land, and property, located at 10386 10th Street N, Lake Elmo, MN 55042 (collectively, the "Premises") of the OAKDALE GUN CLUB, a Minnesota non-profit corporation ("OGC"), for any activity, including but not limited to, use of firearms, shooting activities, and/or other weapons by myself or another, and in recognition of OGC's reliance hereon, hereby agree to all the terms and conditions set forth in this agreement ("Release").

I acknowledge and understand that any activity on the Premises, including but not limited to, the use of firearms or other weapons and being near others handling firearms or other weapons, are inherently hazardous and dangerous activities and involve the risk of serious injury, disability, death, and/or property damage. Notwithstanding the risk, I acknowledge that I am voluntarily participating in the activity with knowledge of the danger involved and agree to accept and assume any and all risks of injury, disability, death, and/or property damage, arising from my participation in any activity on the Premises, whether caused by the ordinary negligence of OGC or its agents or employees. I hereby expressly elect to voluntarily participate as a member, non-member participant, and/or guest of OGC, in activities on the Premises, in spite of knowing the risks and dangers.

Releaser hereby expressly waives and releases any and all claims, now known or hereafter known, against OGC, and its officers, directors, employees, agents, representatives, affiliates, shareholders, successors, and assigns (collectively, "Releasees"), on account of injury, disability, death, or property damage arising out of or related to my participation in any activities on, or my presence on, the Premises, whether arising out of the ordinary negligence of OGC, its agents or employees, or any Releasees, or otherwise. I covenant not to make or bring any such claim against OGC or any other Releasee, and forever release and discharge OGC and all other Releasees from liability under such claims. This waiver and release does not extend to claims that Minnesota law does not permit to be released by agreement.

Releaser shall defend, indemnify, and hold harmless OGC and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against OGC or any other Releasees, arising out of or resulting from any claim related to my participation in an activity on, or presence on, the Premises, including any claim related to my own negligence or the ordinary negligence of OGC.

Releaser expressly agrees that this Release constitutes sole and entire agreement of OGC and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter, and that the terms of this Release represent a valid contract between Releaser and Releasees that may not be terminated except at the discretion of the Releasees. Releaser agrees that this Release is intended to be as broad and as inclusive as permitted by Minnesota law and if any portion of this Release is held invalid, or unenforceable, the balance of the agreement shall continue in full legal force and effect. This Release is binding on and shall inure to the benefit of OGC and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule.

I, RELEASER, HAVE CAREFULLY READ THIS RELEASE FROM AND UNDERSTAND ALL THE TERMS OF THIS RELEASE AND MY SIGNATURE REPRESENTS MY VOLUNTARY ACCEPTANCE OF THE TERMS OF THIS EXPRESS CONTRACT. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OGC.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

In signing this Release, I acknowledge and represent, that I have read the foregoing Release, understand it, and sign it voluntarily; I am at least eighteen (18) years old; or if I am under the age of eighteen (18) years of age, then I am accompanied by my parent and/or legal guardian or a responsible adult and my parent and/or legal guardian has read and understood this Release as evidence by the signature below.

Signature of Participant: _____

Participant Printed Name: _____

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent on behalf of such minor. In consideration for the above minor being permitted by the OGC to participate in the activities on the Premises which include, without limitation, the use of its services, ranges, and equipment, I hereby do consent to and agree to be bound by the terms and conditions of this Release.

Signature of Parent or Legal Guardian: _____

Printed Name of Parent or Legal Guardian: _____

Address: _____

Date: _____