

**Waiver and Release of Liability, Hold Harmless and  
Indemnification Agreement**  
**(Right to Bear Arms, LLC)**

I, the undersigned, in consideration for allowing me to be a guest, visitor and/or business invitee of Right to Bear Arms, LLC, an Indiana limited liability company (“RIGHT TO BEAR ARMS”), and also for allowing me to engage in activities including the use of firearms, archery equipment, and related conduct at the range and facility of RIGHT TO BEAR ARMS pursuant to its lease or otherwise, I, the undersigned, hereby covenant not to sue, and agree to waive, release, forever discharge, DEFEND, INDEMNIFY AND HOLD HARMLESS all officers, members, shareholders, agents, employees, attorneys, legal representatives, successors and assigns of the RIGHT TO BEAR ARMS and the respective property owner, and other guests, visitors and/or business invitees of RIGHT TO BEAR ARMS respectively, (collectively referred to as the “Released Parties” hereinafter) from any and all liability, claims, demands, damages, actions and causes of action of whatever kind or nature that the undersigned or the undersigned’s officers, shareholders, agents, employees, attorneys, legal representatives, successors, assigns, heirs and/or administrators may now have or hereinafter acquire for any injury, death or damage arising out of, resulting from, caused or alleged to have been caused by the Released Parties on account of or occasioned by the undersigned’s use or enjoyment or presence upon the land of RIGHT TO BEAR ARMS or the landowners. THE OBLIGATION TO WAIVE, RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SPECIFICALLY INCLUDES BUT IS NOT LIMITED TO ACTS OR OMISSIONS AND CONDUCT THAT IS OR MAY BE NEGLIGENT, WILFUL, WANTON, RECKLESS OR INTENTIONAL on the part of the undersigned or on the part of the Released Parties as it relates to the presence at the facility of RIGHT TO BEAR ARMS. The obligation to defend and indemnify provided by this paragraph shall include, but is not limited to, all legal costs, attorneys’ fees, paralegal fees, investigation charges, settlements or judgments incurred in connection with any such claim, action or proceeding. This Waiver and Release shall be governed by the laws of the State of Indiana.

I am fully aware that firearms, ammunition, and archery equipment are very dangerous and potentially hazardous activities which contain inherent risks, including, but not limited to risk of personal injury, including catastrophic injury, death or property damage. If I sustain injury or loss while on the above property resulting from use or discharge of firearms, ammunition, or archery equipment whether discharged by myself or other people, who I may or may not know, who they are or where they are, I agree this Waiver and Release of Liability, Hold Harmless and Indemnification Agreement (“Agreement”) shall remain applicable. Furthermore, I am aware that there are many other ways in which I can be injured or suffer property damage, while on the property of RIGHT TO BEAR ARMS or the landowners, and I assume full responsibility for my actions which may result in injury, death, or property loss or damage.

I understand there will be other people in the same vicinity where I will be, such other persons may have archery equipment, firearms, and ammunition, and be using and discharging such equipment. I understand that I may be injured and/or shot by someone else, and if I am, I agree to waive my rights to recover damages from the Released Parties that caused the injury or damage.

I am fully aware of the danger to my person and property, resulting from my presence in an area where the above hazardous conditions exist, and am willing to assume all of these risks and hold only myself responsible in the event I sustain injury, death or property loss, or I cause the injury, death, or property loss of someone else.

I agree that it is not a necessity for me to use firearms, ammunition, or archery equipment and I do so voluntarily for my own personal pleasure and enjoyment. I have willingly agreed to release the Released Parties from all liability resulting from my actions, or the actions of other people, while I am at the RIGHT TO BEAR ARMS facility.

I fully understand the inherent dangers of using firearms, ammunition, and archery equipment or those available on the property of RIGHT TO BEAR ARMS that are used, loaned or rented by me. I will personally fully inspect all equipment that I may use during the use of RIGHT TO BEAR ARMS property for safety, construction, and condition

to determine the equipment is proper for my use. I agree to never use the property or equipment of RIGHT TO BEAR ARMS during conditions which may affect the safety of the property or equipment. I am fully aware of the danger to my person and property resulting from the use of the firearms, ammunition, archery and related equipment which may be available for my personal use. I understand the hazards presented from the use of firearms, ammunition, archery and related equipment and I am willing to assume all of these risks and hold only myself responsible in the event I sustain injury, death or property loss, or I cause the injury, death, or property loss of someone else.

I agree to follow all manufacturer suggested safety guidelines for firearms, ammunition, and archery equipment and all property and equipment of RIGHT TO BEAR ARMS, the Released Parties.

Further, I will personally be responsible for all injuries, expenses and actions of any person I bring to the RIGHT TO BEAR ARMS facility.

I understand I am giving up important rights by contractually agreeing to WAIVE, RELEASE, DEFEND, INDEMNIFY AND COVENANT NOT SUE OR MAKE CLAIM against the Released Parties resulting from numerous hazards which may involve guns, bows and other dangerous conditions.

I understand there are many other places where I am free to use equipment, discharge firearms and archery equipment, shoot, and engage in activities, where I would not be required to sign this Agreement, but I have freely chosen to engage in activities at the places where this Agreement is required and applicable.

I represent that I have read and understand the Rules of the RIGHT TO BEAR ARMS at the range. I understand that this document is applicable within the RIGHT TO BEAR ARMS facility in its entirety, including both the firing and archery ranges. I agree to obey each of the Rules.

I have made an independent evaluation of the risks associated with my presence at the RIGHT TO BEAR ARMS facility. I acknowledge and agree that I have been given the right to seek an attorney's opinion before signing this agreement, and if I have not done so, it is because I have intentionally chosen not to do so, and nothing has been said to me verbally or implied in any way, that an attorney's counsel is not necessary. I know attorneys should be consulted before contracts are signed, and this is a contract.

I have completely read this Agreement, I understand it thoroughly, I fully agree with its content, and warning to me of potential hazards which may result from my activity or physical presence at the facility of RIGHT TO BEAR ARMS. I agree to release from liability, the Released Parties, and to assume full responsibility for any injury, death or property damage which I may sustain or cause during my visit to their property.

This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it. The terms of this Agreement shall be fully binding on the successors, assigns, members, shareholders, officers, directors, employees, successors, assigns, representatives, parents, subsidiaries, affiliates, and attorneys of each party. The invalidity of any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part hereof, all of which are inserted conditionally on their being valid in law and, in the event that any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid words, phrases, sentences, clauses, or sections had not been inserted.

\_\_\_\_\_ X \_\_\_\_\_  
 Guest Name (Printed)                      Birthdate                      Guest Signature                      Date

\_\_\_\_\_ \_\_\_\_\_  
 Guest Street Address                      City/St/Zip                      (Tel #'s) Home/Business/Emergency

Note: If guest is under 18 years of age, parent or guardian must sign the following **Release of Liability, Hold Harmless and Indemnification Agreement**. I, the undersigned, am the parent or legal guardian of the guest, visitor and/or business invitee signed above. I execute this document both individually and in my representative capacity as a parent and/or guardian. I acknowledge, understand and agree that all of the terms and conditions of this document apply equally and with full force and effect to my child/the person for whom I am the guardian.

\_\_\_\_\_ X \_\_\_\_\_  
 Parent/Guardian (Printed Name)                      Parent/Guardian Signature                      Date

\_\_\_\_\_ \_\_\_\_\_  
 Parent/Guardian Street Address                      City/St/Zip                      (Tel #'s) Home/Business/Emergency

**RIGHT TO BEAR ARMS – ARCHERY & FIRING RANGE RULES**

BY SIGNING BELOW, I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE OR PARTICIPATING UNDER THE DIRECT SUPERVISION OF A PARENT OR LEGAL GUARDIAN. I CONFIRM THAT A RIGHT TO BEAR ARMS EMPLOYEE HAS BEEN AVAILABLE TO ME AND I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS AND RECEIVED A SUITABLE ANSWER FOR MY UNDERSTANDING. **MY SIGNATURE CERTIFIES THAT I HAVE READ AND UNDERSTAND ALL OF THE ARCHERY AND FIRING RANGE RULES AND REGULATIONS, AS SET FORTH BY RIGHT TO BEAR ARMS, AND AGREE TO ABIDE BY THEM AT ALL TIMES.** I HEREBY ACCEPT FULL RESPONSIBILITY FOR MY ACTIONS AS WELL AS RESPONSIBILITY FOR THOSE UNDER MY SUPERVISION (MINORS, as listed below) & RELEASE RIGHT TO BEAR ARMS OF ANY LIABILITY ASSOCIATED WITH MISCONDUCT OR NEGLIGENCE OF ANY KIND.

\_\_\_\_\_  
 SIGNATURE                      DATE                      Printed Name

NA

\_\_\_\_\_  
 \*\*MINOR\*\* SIGNATURE                      DATE                      Printed Name

Witness: I, the host member of RIGHT TO BEAR ARMS, certify that I personally witnessed the signing of all signatures above.

\_\_\_\_\_ X \_\_\_\_\_  
 Right to Bear Arms Staff (Printed Name)                      Right to Bear Arms Staff (Signature)                      Date