

## ASSUMPTION OF RISK AND RELEASE OF CLAIMS FOR MINOR CHILD

**DISCLOSURES.** In Florida, firearms, golf carts, and motor vehicles are “dangerous instrumentalities.” Misuse, malfunction, or negligent use of firearms, golf carts or motor vehicles is likely to cause bodily injury or death. Even when safely and properly used, dangerous instrumentalities may cause bodily injury or death. Clay targets and the launchers used for clay targets may cause bodily injury or death. The shooting activities conducted at South Florida Shooting Club by Place of Hope, Inc, on January 19, 2018 (the “Shoot”), and the observation of such activities, necessarily involve the use of firearms, golf carts, motor vehicles, both on and off road, and clay targets and launchers, and are hazardous activities. Dogs which may be present or used or demonstrated at the Shoot are not house pets, and may bite, causing bodily injury or death. In addition, the grounds of South Florida Shooting Club also contain populations of wildlife capable of causing bodily injury, or death. Such wildlife includes, by example, and not by way of limitation, feral hogs, venomous snakes, alligators, and poisonous and disease carrying insects.

**RELEASE.** Knowing the risks and dangers involved, and having been warned of the risks and dangers involved in the activities related to the Shoot, on behalf of my minor child, \_\_\_\_\_ I accept and assume all of the risks associated with the activities in which he/she participates or observes, or which may otherwise occur, while participating in the Shoot and related activities. I hereby release and discharge Place of Hope, Inc, and its employees, agents, instructors, drivers, officers, directors, and members, (hereinafter collectively referred to as “Releasees”), from any and all liability, claims, demands, or causes of action whatsoever arising out of any damage, loss or injury to my child or his/her property, or my child’s death, while participating in any of the activities covered by this agreement.

**AGREEMENT NOT TO SUE.** I agree never to institute any lawsuit or cause of action against any of the Releasees, or to initiate or to assist in the prosecution of any claim for damages against the Releasees which I may have by reason of injury to my child’s person or property, or my child’s death, arising from the activities covered by this agreement, whether caused by the negligence or fault, active or passive, of any of the Releasees, or from any other cause. I further agree that my child’s heirs, executors, administrators, personal representatives, or any one else claiming on my child’s behalf, shall not institute any lawsuit, cause of action, or claim for damages against any of the Releasees, nor shall they initiate or assist in the prosecution of any claim for damages against the Releasees, which my child’s heirs, executors, administrators, personal representatives, and/or anyone else claiming on my child’s behalf may have by reason of injury to my child’s person or property, or my child’s death, arising from the activities covered by this Agreement, whether caused by the negligence or fault, either active or passive, of any of the Releasees, or from any other causes, and I hereby so instruct my child’s heirs, executors, administrators, personal representatives, or anyone else claiming on my child’s behalf. Should any such lawsuit or cause of action be instituted against any of the Releasees, I agree that such Releasees shall be entitled to recover from me, or my estate, all attorney’s fees, expenses, and costs incurred in the defense of such lawsuit or cause of action, including any arising therefrom, whether or not such litigation is successful.

**ARBITRATION.** In the event the parties are unable to amicably resolve any claim against any of the Releasees on my child’s behalf for damages, including, but not limited to, breach of contract, negligence, intentional acts, gross negligence, regarding or arising from my child’s participation in or observation of any activities at South Florida Shooting Club, I agree that all claims for damages must be submitted to binding arbitration pursuant to the rules of the American Arbitration Association (“AAA”). Each party shall bear its own costs, expenses, and attorney fees. Venue for the Arbitration shall be in Martin County, Florida.

**INDEMNIFICATION.** In consideration of my child’s participation in the Shoot, if any, or all, of the Releasees are made a party, by any person or entity, to any litigation commenced against me in connection with my child’s participation in the Shoot, then I will protect, indemnify and hold Releasees harmless and pay all expenses and legal fees incurred or paid by Releasees or such other parties in connection with the litigation. Such payment shall be made upon demand.

I agree to indemnify, save, and hold Releasees harmless from any and all losses, claims, actions, or proceedings of every kind and character, including attorney’s fees and expenses, which may be presented or initiated by any other person or organization and which arise directly or indirectly from my child’s participation in the Shoot, whether resulting from negligence or other fault, either active or passive, or from any other cause.

The indemnity contained in this indemnification clause does not apply to any losses, claims, damages or other liabilities to the extent caused or contributed to by gross negligence or intentional acts of Releasees.

**INSPECTION.** Prior to executing this agreement and participating in the Shoot, I have inspected the facilities and

equipment to be used, to assure myself of their safe condition.

**PHOTO & VIDEO RELEASE.** For valuable consideration received, I hereby grant to Place of Hope, Inc and South Florida Shooting Club and their legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs or video images of me, or in which I may be included, taken during my child's participation oin the Shoot, for editorial, trade, advertising and any other purpose and in any manner and medium, to alter the same without restriction; and to copyright the same. This includes any and all legal uses. I hereby release Place of Hope, Inc And South Florida Shooting Club and their legal representatives and assigns from all claims and liability relating to the use of said photographs and images.

**APPLICABLE LAW/WAIVER OF JURY TRIAL/VENUE/HEADINGS.** I agree that the law of the State of Florida shall apply to the construction, interpretation, and validity of this Agreement. Florida law shall govern any dispute arising from this Agreement or the activities of the Shoot in which my child participates or observes. Should the arbitration clause contained in this agreement be declared to be ineffective by an arbitrator or judge, and suit be brought against Releasees, I hereby waive my child's right to a jury trial. Venue shall lie solely in the appropriate state or county court located in Martin County, Florida. In no event shall venue lie in any other jurisdiction, or in Federal court. The headings used throughout this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement.

**CONTINUATION OF OBLIGATIONS.** I agree that the terms and conditions of this agreement shall continue in full force and effect at all times during which I utilize in any manner the activities, services, goods or products provided at the Shoot, and shall be binding upon my child's heirs, executors, administrators, personal representatives, and/or anyone else claiming on my child's behalf.

**MERGER** This agreement constitutes the entire agreement between the parties. I represent that, in entering this agreement, I have not relied on any statements or representations apart from those contained within this agreement. All previous representations are merged within this agreement. My decision to enter into this agreement is based strictly on the specific terms of this agreement, and not on any representations, verbal promises, acts, omissions, or advertisements of any person or entity. Further, any representations or communications not contained within this agreement are agreed to be immaterial and do not survive the execution of this agreement. This agreement replaces any prior agreement.

**RULES AND CONDITIONS.** I and my child agree to obey all rules and regulations of South Florida Shooting Club.

**VALIDITY OF AGREEMENT.** I understand that if I institute, or if anyone on my child's behalf institutes, any arbitration, lawsuit, cause of action, or claim for damages against any of the Releasees because of injury to my child's person or property, or my child's death, as a result of my child's participation in the activities covered by this Agreement, this Agreement can and will be used in arbitration or court proceedings, and that agreements like this one have been upheld by courts in similar circumstances.

**SEVERABILITY OF PROVISIONS.** I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and if any portions of this Agreement are found to be unenforceable or against public policy, that only those portions shall fail, and I agree to be bound to the remainder of this Agreement. I specifically waive any argument of unenforceability or public policy that I could make or could be made on behalf of my child's estate or by anyone who would sue the Releasees as a result of my child's participation in the Shoot.

**WAIVER OF RIGHTS.** I have had the opportunity to have this document reviewed by an attorney of my choice before signing it, and have either done so, or have chosen not to avail my self of this right. I understand that by signing this document, I am giving up important legal rights, and it is my intent to do so.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Parent/Natural Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name