

**Southern Minnesota Sportsman's Club, Inc.**  
**6251 20<sup>th</sup> ST SE, Rochester MN 55904**

**Release Indemnification and Hold Harmless Agreement**

In consideration of participating in shooting, archery, gun club, or hunting activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Southern Minnesota Sportsman's Club (SMSC, Inc.) and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and agree as follows:

1. I acknowledge that shooting, archery, gun club or hunting activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death and property damage. Risks include, but are not limited to, death or serious injury as a result of being shot or as a result of equipment malfunction; hearing loss; loss of vision; broken bones, burns, bruises and other bodily injuries caused by falls, explosions or smokeless powder ignition; medical conditions resulting from physical activity, and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. This Lease Agreement will at all times be governed by the laws on the State of Minnesota and the ordinances and regulations of the County of Olmsted, State of Minnesota.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. I have read and understood this document and I agree to be bound by its terms.

In consideration of minor children under my guardianship being permitted to participate in the activities enumerated herein, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of a minor or in any way connected with such participation by such minor.

Minor Children's names \_\_\_\_\_

Participant or Guardian Signature

SMSC, Inc. Representative Signature

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Print Name: \_\_\_\_\_

Revised 05/25/2015MLM