



Falmouth Rod And Gun Club Inc.

91 Auburn Street, PMB #1240

Portland ME. 04103

(207) 797-0048

www.frandg.org

APPLICATION FOR MEMBERSHIP

**INDEMNIFICATION, HOLD HARMLESS, DEFENSE, WAIVER,
RELEASE AND ASSUMPTION OF RISK AGREEMENT**

In consideration of being accepted for membership and permitted entry to and/or use of "**Premises**" of Falmouth Rod and Gun Club, Inc. ("**Club**") for whatever purpose, including, but not limited to, use of firearms by him/her and/or another, and with full knowledge that firearms are used and discharged on **Club Premises**, **Applicant** agrees to the following:

Applicant agrees to indemnify, hold harmless, and defend **Club** from any and all fault, liabilities, costs, expenses, claims, demands, and/or lawsuits arising out of, related to, or in any way connected with, any and all actual or alleged acts or omissions of **Applicant** and **Applicant's** Guests in the course of **Applicant's** and **Applicant's** Guests presence on and/or use of **Club's** range, buildings, facilities, and land (together comprising "**Premises**") including, but not limited to, **Applicant's** and **Applicant's** Guests use of firearms.

Applicant further waives for himself/herself and for his/her heirs, next of kin, assignees, personal representatives, administrators, and executors any and all rights and claims for damages, loss, costs, demands, and any other actions or claims whatsoever, which he/she may have or which may arise against **Club** (including, but not limited to, damage to **Applicant's** and **Applicant's** Guests property and/or any and all illnesses, injuries, including mental or emotional distress or anguish, and other damages, including death, suffered by **Applicant** and **Applicant's** Guests) which may in any way whatsoever arise out of, be related to, or be connected with use of firearms on **Club Premises** by **Applicant** and/or another.

Club shall not be liable for, and **Applicant**, on behalf of himself/herself and on behalf of his/her heirs, next of kin, assignees, personal representatives, administrators, and executors, expressly releases **Club** and **Club's** Officers, Directors, members, employees, and/or agents from any and all such claims and liabilities including, but not limited to, claims of actual or alleged negligence on the part of **Club**, its members, employees, and/or agents.

Applicant acknowledges and agrees that use of firearms is an inherently dangerous activity. **Applicant** expressly assumes the risk of being on **Club Premises** where firearms are used; and **Applicant** further expressly assumes the risk of discharging firearms by whomever discharged and the firing of live ammunition by himself/herself and/or another.

Applicant expressly agrees that this agreement by him/her is intended to be as broad and inclusive as permitted by law and that if any provision of this agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired. No remedy conferred by any of the specific provisions of this agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder by **Club** shall not constitute any waiver of **Club's** right to pursue other available remedies. This agreement binds **Applicant** and his/her heirs, next of kin, assignees, personal representatives, administrators, and executors.

Applicant acknowledges and agrees that **Applicant** has read this agreement and he/she understands its terms and is executing this agreement voluntarily. **Applicant** also acknowledges and agrees that he/she has read, understands, and will at all times abide by all range rules and procedures and any other rules and procedures stated by **Club**.

APPLICANT:

Date: _____

Signature

Print Name

Witness:

Signature

Print Name