

SUNSHINE COAST ROD AND GUN CLUB

**WAIVER OF CLAIMS
RELEASE FROM LIABILITY
ASSUMPTION OF RISKS**

PLEASE READ THIS DOCUMENT CAREFULLY!

**YOU MUST BE 19 YEARS OF AGE OR OLDER TO SIGN THIS LEGAL DOCUMENT.
BY SIGNING THIS WAIVER, YOU ARE GIVING UP LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.**

TO: **SUNSHINE COAST ROD AND GUN CLUB (the “Club”)**
ACTIVITY: **USE OF INDOOR AND OUTDOOR RANGES FOR SHOOTING ACTIVITIES USING
FIREARMS, ARCHERY AND OTHER CLUB ACTIVITIES (the “Activity”).**

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THIS AGREEMENT WITNESSES that for good and valuable consideration, including the acceptance of the application of the undersigned for participation in the Activity on property owned or operated by the Club, the sufficiency and receipt of which consideration are hereby acknowledged, the undersigned hereby agrees as follows:

- 1. RELEASE.** I agree to release, and hereby do release, each of the Club, its directors, officers, agents, employees, contractors, affiliates and representatives (collectively, the “Releasees”), from any and all liability that they or any of them may have, for any personal injury, death, property damage or other loss, sustained by me in connection with, or as a result of, my participation in the Activity, due to any cause whatsoever, including without limitation the negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the relevant Occupiers Liability Act, on the part of ~~of~~ the Club or any of the Releasees.
- 2. WAIVER OF CLAIMS.** I hereby waive any and all claims I may now in the future have against the Releasees, or any of them, and I agree not to sue the Releasees, or any of them, for any personal injury, death, property damage or other loss, sustained by me in connection with, or as a result of my participation in the Activity, due to any cause whatsoever, including without limitation the negligence of the Club or any of the Releasees.
- 2.3. INDEMNIFICATION.** I agree to indemnify and to save and hold harmless the Releasees, and each of them, from any litigation expense, legal fees, liability damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or anyone of them by me or on my behalf, or that of my estate, whether the claim is based on the negligence of the Releasees or otherwise as stated above.
- 3.4. ACKNOWLEDGEMENT OF RISKS.** I acknowledge that there are certain risks involved in my participation in the Activity. These risks include, but are not limited to, being struck by a projectile, exposure to loud noises, exposure to potentially toxic substances such as lead, slipping, falling, tripping or physical contact with another person and malfunction of equipment or facilities.
- 4.5. ASSUMPTION OF RISKS.** I hereby assume and accept all of the dangers and risks connected with, or related in any way to, my participation in the Activity, and the possibility of personal injury, death, property damage or loss resulting from any of the foregoing, even if arising from the negligence of the Releasees.
- 5.6. REPRESENTATION OF COMPETENCE OR FITNESS.** I acknowledge that, as a member of the Club, it is a condition of my participation in the Activity that I attend the Club’s range orientation class before using a Club range for the first time. I acknowledge that, if I sponsor a non member guest in the Activity, I am solely responsible for informing that guest of the Clubs’s range operating instructions and firearm/archery safety rules before that guest uses a Club range and for directly supervising that guest while they are engaged in the Activity.
- 6.7. NO REPRESENTATION.** In entering into the Agreement, I confirm that I am not relying on any representation or statement made by the Club or any of the Releasees, whether oral or in writing, to induce me to participate in the Activity or minimizing the risks or dangers connected with or related to my participation in the Activity.

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~~7.8.~~ **BINDING AGREEMENT.** I agree that this Agreement constitutes a legally binding obligation enforceable in accordance with its terms, and that it shall continue to bind me and heirs, executor, legal representatives and personal assigns.

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~~8.9.~~ **GOVERNING LAW.** This Agreement shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein and each of the parties hereby submits to the non-exclusive jurisdiction of the Province of British Columbia in connection with this Agreement.

~~9.10.~~ **VISION AND HEARING PROTECTION.** I acknowledge that ~~V~~vision and hearing protection is strongly recommended on the ranges when in use. Since it is not feasible for the Club to enforce this recommendation, ~~this~~ it must be an individual responsibility. I agree to indemnify from liability the Club and any and all members for any vision or hearing damage resulting from my failure to use the proper personal protective equipment.

~~10.11.~~ **RANGE OFFICER.** I acknowledge and accept that Club ranges may be operated without a range officer on duty. A agree to use the ranges at my own risk.

~~11.12.~~ **VIDEO SURVEILLANCE.** I acknowledge and accept that Club ranges may be under ~~24/7~~ video surveillance at any time. I agree to have my likeness recorded, video only, for safety and security reasons.

I confirm that I am not under 19 years of age, that I have completely read this Agreement and that I fully understand the provisions of this agreement. I understand that by signing this Agreement, or by explicitly agreeing to its terms via the Sunshine Coast Rod and Gun Club website, **I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES, INCLUDING THE RIGHT TO SUE.**

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IN WITNESS WHEREOF the undersigned has caused the present agreement to be executed.

Print name of Participant

Signature of Participant

Date signed

Membership number

Print name of Witness

Signature of Witness

Date signed