



Palmetto Gun Club, LLC
P.O. BOX 2822
Summerville, South Carolina 29484-2822

Release, Hold Harmless and Waiver of Liability Agreement

(Original of 6/20/2020)

I (print your name) _____ presently residing at

(Street Address) _____

(City) _____ (zip code) _____,

Being above the age of 18 years and in consideration of the right to enter and use the facilities and services of the Palmetto Gun Club, LLC (hereinafter PGC), do hereby enter into this Release, Hold Harmless and Waiver of Liability Agreement (this "Agreement") on this _____ day of _____, 20____, and consent and agree that:

Initial Here 1. **Acknowledgement of Danger.** I acknowledge that engaging in sport shooting is dangerous. I further acknowledge that no matter what precautions I may take, including but not limited to the wearing of various types of protective gear (including hearing and eye protection), that I could experience injury of serious nature and/or die as a result of an accident or incident. I am also aware of the risks imposed by exposure to COVID-19. I therefore engage in such activities voluntarily and at my own risk.

Initial Here 2. **Assumption of Risks.** I acknowledge and represent that I am familiar with the significant risk and dangerous nature, including but not limited to causing death or serious bodily injury to myself or others, and causing death or serious bodily injury to myself and others, and causing damage(s) to property, which originate from participating and otherwise engaging in sport shooting. I hereby assume any and all responsibilities and liabilities pertaining to such risks, including the risk of exposure to COVID-19, whether to myself or to others and without limitation or qualification. There have not been any express or implied representations to you on behalf of the Club except as set forth in this Agreement.

Initial Here 3. **Physical and Mental Condition.** I acknowledge that at the time of signing this Agreement I am in sufficient physical and mental condition to engage in sport shooting on this range.

Initial Here 4. **Condition of Equipment.** I have, prior to engaging in any sport shooting at the Club, determined that, by professional standards, my shooting equipment, ammunition and all corresponding items are in good condition and suitable for the shooting contemplated by this Agreement.

Initial Here 5. **Comprehensive Release.** I agree that I am personally responsible for my safety and actions while using the facilities at PGC, I agree to comply with all PGC policies and rules, including but not limited to all PGC policies, guidelines, signage and instructions. Because the PGC is open for use by other individuals, I recognized that I am at higher risk of contracting COVID-19.

With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage or injury, including death, that may be sustained by me related to activities conducted at the PGC or to negligence of the Released Parties, any third-party using the PGC or otherwise, while participation in any activity while in, on, or around the PGC and/or while using any PGC facilities, tools, equipment or materials.

Initial Here

6. **Indemnity.** I hereby indemnify, without qualification or limitation, the Release Parties and defend and hold the Released Parties harmless from and against any and all claims, causes of action, demands or charges of every kind and nature, which any third party or person may claim to have or to hold for property damage or personal injuries or any other damages including death, arising from cause or reason, of every kind and nature pertaining to this Agreement originating from my relationship with any of the Released Parties and any activity directly or indirectly arising from or contemplated by this Agreement or specifically related to COVID-19.

Initial Here

7. **Governing Law; Attorney's Fees.** This Agreement shall be governed by, and construed in accordance with the laws of the State of South Carolina. Should any party hereto institute any action or proceeding against the other party at law or in equity, or in connection with an arbitration, in connection with this Agreement, the prevailing party from such action shall be entitled to recover from the losing party or parties all attorney's fees and costs for service rendered to the prevailing party in such action or proceeding.

Initial Here

8. **Additional Regulations.** I have read and understand, and I agree to follow the requirements as set forth in the Club's Shooting Range Shooting Regulations, "a copy of which has been provided to me by the Club. I also understand that hearing and eye protection (even while using a scope) are mandatory at all areas so designated by the Club. Any ammunition purchased or obtained from the Club will only be used at the Club's range.

By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the PGC to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Waiver of Liability shall be governed by and construed in accordance with the laws of South Carolina, and that if any of the provisions hereto are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole.

SIGNATURE _____

DATE _____

PHONE # _____

EMAIL ADDRESS _____

DRIVER'S LICENSE # _____