

GRAFTON COUNTY FISH & GAME ASSOCIATION

153 Trues Brook Road, West Lebanon, New Hampshire 03784

RELEASE, ACKNOWLEDGMENT OF RISK, WAIVER, INDEMNIFICATION AND COVENANT NOT TO SUE

This is a legally-binding liability release, waiver, indemnification, and covenant not to sue made by,

(Print Name) _____ (hereinafter referred to as "RELEASEE") to the
GRAFTON COUNTY FISH AND GAME ASSOCIATION, ITS OFFICERS, DIRECTORS AND REPRESENTATIVES (hereinafter
collectively referred to as "RELEASEE").

RELEASEE desires to attend or participate in functions, events or activities offered at the Grafton County Fish and Game Association Inc. The Grafton County Fish and Game Association offers a myriad of functions, events and activities on its property located on Trues Brook Road in West Lebanon, New Hampshire, including, but not limited to, shooting shotguns, rifles (large and small bore), muzzleloaders and handguns, and archery related sports.

RELEASEE understands and accepts that the intent, purpose and effect of this document is to release RELEASEE from any and all liability for any personal injury sustained by RELEASEE while on RELEASEE's property, and/or while attending or participating in functions, events or activities on RELEASEE's property, even if the cause of such personal injury is RELEASEE's negligence.

ACKNOWLEDGMENT OF RISK

RELEASEE fully recognizes that there are dangers and risks to which he/she may be exposed as a result of attending or participating in functions, events or activities on RELEASEE's property. RELEASEE understands and accepts that use of firearms (i.e. shotguns, rifles, muzzleloaders and handguns) and archery equipment is not risk free. The same elements that contribute towards the unique character and fun of use of firearms and archery can also cause loss of or damage to equipment or personal possessions, injury, illness, or in extreme cases, permanent trauma or death. RELEASEE does not want to heighten or reduce enthusiasm for the sport of shooting and archery, but does want members, guests and participants to know, in advance, what to expect, and to be informed and mindful of some of the possible risks. There are various inherent dangers associated with the use of firearms and archery equipment, to include malfunctioning equipment, ricochets, and misfires. In addition participants may be exposed to airborne or surface contaminants resulting from the use of firearms. Participants and those attending functions, events or activities may be exposed to dangers and injury stemming from their own actions or actions by others. It is possible to be injured if one is not paying attention to his/her own actions and/or the actions of others. Participants, attendees and their guests must maintain themselves within the permissible areas such as to not unreasonably expose themselves to accidents or injury. While on the property owned by RELEASEE, RELEASEE will be responsible for his/her own actions, and those who accompany him/her, including children and guests.

RELEASE, WAIVER, INDEMNIFICATION AND COVENANT NOT TO SUE

RELEASEE agrees to indemnify and hold RELEASEE harmless from all claims, damages, losses, injuries and expenses arising out of or resulting from attending, viewing or participating in any activity occurring on RELEASEE's property. RELEASEE further agrees to release, acquit and covenants not to sue RELEASEE for any liability, actions, causes of action, claims or damages, damages in law or remedies in equity of whatever kind, including for the negligence of RELEASEE, arising out of RELEASEE's attendance, viewing or participation in any function, event or activity offered or occurring on RELEASEE's property. RELEASEE acknowledges and accepts that he/she will not/cannot sue the RELEASEE, including a suit to collect monetary compensation, for any damages or injuries that may occur to RELEASEE while on RELEASEE's property, including damages or injury that are attributable to RELEASEE's negligence or which are associated with RELEASEE's attendance, viewing or participation in any function, program or activity offered or occurring on RELEASEE'S property.

RELEASEE hereby assures RELEASEE that there are no health-related reasons or problems that preclude or restrict RELEASEE's attendance, viewing or participation in any function, event or activity offered on the RELEASEE's property. RELEASEE understands that this Release means he/she is giving up, among other things, rights to sue the RELEASEE for personal injuries (including death), damages, or losses RELEASEE may incur or sustain, including injuries, damages or losses associated with RELEASEE's negligence. RELEASEE also understands that this Release binds his/her family including minors, heirs, executors, administrators, and assigns. RELEASEE agrees that the site of any lawsuit against RELEASEE and the law governing any such lawsuit shall be in the State of New Hampshire. The terms of this agreement shall continue and be in effect even after the attendance, viewing or participation in any function, event or activity offered on RELEASEE's property has ended.

RELEASEE hereby agrees that if the RELEASEE is forced to defend any action, lawsuit or litigation stemming from or involving RELEASEE's conduct, RELEASEE agrees to pay RELEASEE's costs and attorney's fees if they successfully defend such action, lawsuit or litigation. RELEASEE acknowledges and represents that he/she has adequate health, disability and life insurance for his/her family and himself/herself necessary to provide for and pay any medical costs that may directly or indirectly result from RELEASEE's participation in activities on RELEASEE's property, and RELEASEE will indemnify and hold RELEASEE harmless for any such medical costs. RELEASEE accepts and represents that he/she will not be intoxicated or under the influence of drugs while participating in functions, events or activities occurring on the RELEASEE's property.

RELEASEE confirms that he/she has read this document in its entirety, including information about some of the possible risks in the functions, events or activities offered at the GRAFTON COUNTY FISH AND GAME ASSOCIATION. RELEASEE assumes full responsibility for himself/herself for bodily injury, illness, death and loss of personal property and any expenses as a result of his/her negligence, the negligence of others, and/or the acts or negligence of RELEASEE.

I certify that I am a person of good repute and have never been convicted nor am I currently under investigation of a crime of violence or felony. _____ (INITIAL) I further agree to abide by all rules and regulations of the Grafton County Fish and Game Association.

Date ____/____/____

I am a guest of (Printed name of Member) _____

Guest Signature _____ Printed Name _____

Address _____ City/Town _____

State _____ Zip _____ Phone # (____) _____

Guest Release Form (Revised 02/2021)