



## WILDLIFE ACTION INC. HORRY CHAPTER

### RELEASE AND WAIVER

**JANUARY 1, 2025 THRU DECEMBER 31, 2025**

1. The individual named below (referred to as "I" or "me") desire to participate in the use of our facilities, gun range, or activities, provided by Wildlife Action Inc. Horry Chapter and its members. As lawful consideration for being permitted by Wildlife Action Inc. Horry Chapter to participate in the use of the facility, range, or activity, and the intangible value that I will gain by participation in the use of the facility, range, and or activity, I agree to all the terms and conditions set forth in this agreement. In addition to this agreement, I agree to follow and obey all rules and regulations, and standard operating procedures. This agreement remains in effect from the 1<sup>st</sup> of January thru 31<sup>st</sup> of December for the year 2025. **INITIAL:** \_\_\_\_\_
2. I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES AT WILDLIFE ACTION INC. HORRY CHAPTER CAN BE OR ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY, DEATH, AND OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE MEMBER(S). I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISK OF THE INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF WILDLIFE ACTION INC. HORRY CHAPTER, ITS MEMBERS, OR OTHERWISE. **INITIAL:** \_\_\_\_\_
3. I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against Wildlife Action Inc. Horry Chapter, its officers, directors, members, guests, employees, agents, affiliates, or it successors, and assign (collectively, Releasees), on account of injury, death, or property damage arising out of or attributable to my participation in the use of the facility, range and activities, whether arising out of the negligence of Wildlife Action Inc. Horry Chapter and its members, officers, and directors or otherwise. I covenant not to make or bring any such claims against Wildlife Action Inc. Horry Chapter or any other Releasee, and forever release and discharge Wildlife Action Inc. Horry Chapter and all Releasees from liability under any such claim. **INITIAL:** \_\_\_\_\_
4. I shall defend, indemnify, and hold harmless Wildlife Action Inc. Horry Chapter and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interests, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, that are incurred by the indemnified party arising out of or related to any third party claim alleging any bodily injury to or death of any person, or damage to real or tangible personal property caused by my negligence or other more culpable act or omission (including any reckless or willful misconduct) in connection with my participation in the use of the facilities, ranges and activities. **INITIAL:** \_\_\_\_\_

**PAGE 1 OF 2**



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5. I IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO MY PARTICIPATION IN THE USE OF THE FACILITY, GUN RANGES, OR ACTIVITIES. I CERTIFY AND ACKNOWLEDGE THAT I MAKE THIS WAIVER KNOWINGLY AND VOLUNTARILY.

**INITIAL:** \_\_\_\_\_

6. This Agreement constitutes the sole and entire agreement between Wildlife Action Inc. Horry Chapter and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such terms or provision in any other jurisdiction. This agreement is binding on and shall inure to the benefit of Wildlife Action Inc. Horry Chapter, its members, officers, board members, and me, and their respective successors and assigns. **INITIAL:** \_\_\_\_\_

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THE AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE WILDLIFE ACTION INC. HORRY CHAPTER, THE BOARD MEMBERS, AND THE OFFICERS.**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_