



# Martha's Vineyard Rod & Gun Club

## Release and Indemnity Agreement

(Please read carefully before signing)

I, \_\_\_\_\_, hereby release the Martha's Vineyard Rod & Gun Club, Inc. (the "Gun Club"), its officers, directors, members, and their agents and employees, and those other organizations affiliated with the Gun Club, including the Trustees of the Martha's Vineyard Rod & Gun Realty Trust, from any liability, loss, damage, costs, claims and/or causes of actions, including but not limited to all bodily and personal injuries and death and property damage arising out of my participation in any firearms (meaning rifle, shotgun or handgun) or archery safety or training course taught by anyone at the Gun Club or arising out of my participation in or attendance at any organized shooting competition at the Gun Club or arising out of my informal use of the facilities (ranges) of the Gun Club or my presence during such informal use by any other person. I specifically understand that said activities include the operation and use by the undersigned and/or others of firearms and ammunition or archery equipment. This Release is given on behalf of myself, my heirs, successors, executors, administrators and assigns. Furthermore, I acknowledge that:

- a) Prior to actual handling or use of any handgun, rifle or shotgun or archery equipment, I have received instruction on the use of all such firearms and equipment to be used in the activity, including but not limited to firearms to be used in any safety or training course, and fully understand their use and function. I have been provided with and have read the manufacturer's instructions included with each such item.
- b) I agree to hold harmless and indemnify the Gun Club and its officers, directors, members, and their agents and employees, including said Trustees, from any and all loss or damage related to my participation in any such activity and/or the use of any such firearms, ammunition or archery equipment.
- c) I understand that there are inherent and other risks involved in the use of firearms, ammunition, archery equipment and related items (for example target launchers and clay targets) in shooting, and I freely and voluntarily assume and accept those risks.
- d) I hereby release the Gun Club and its officers, directors, members, and their agents and employees, including said Trustees, from any and all liability for bodily and personal injury, death or property damage to myself or to any person or property resulting from the design, selection, installation, maintenance, adjustment, supervision or use of the Gun Club's facilities (including but not limited to the firing ranges) and/or the firearms and/or ammunition and/or archery equipment used in such activities, including but not limited to any claim based upon negligence, breach of warranty, contract or other legal theory. I accept and assume for myself, my heirs and assigns, the full responsibility for any and all such damage, injury or death that may result.
- e) This agreement is governed by the applicable law of the Commonwealth of Massachusetts. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

**I, the undersigned, have read and understand the RELEASE and INDEMNITY AGREEMENT.**

Date

Signature (name)

Witness Signature (name)

Please print, sign & return this 'Release and Indemnity Agreement' together with the 'Membership Application' and send to:  
**Martha's Vineyard Rod & Gun Club, P.O. Box 1799, Edgartown, MA 02539.**