

TENAFLY RIFLE AND PISTOL CLUB, INC.

ACKNOWLEDGEMENT OF RISK AND WAIVER/RELEASE OF LIABILITY & INDEMNITY AGREEMENT

Directions for Completing this Form:

As of April 19, 2016, all members, guests, and spectators must have a signed copy of the ACKNOWLEDGEMENT OF RISK AND WAIVER/RELEASE OF LIABILITY & INDEMNITY AGREEMENT on file with the Tenafly Rifle and Pistol Club prior to entering any range. Please submit the entire form to a member for verification and acceptance.

Members, Guests, and spectators over the age of 18:

1. Please read all of the waiver document and initial where indicated and print clearly in the box provided, your name, address, city, state, and zip (phone number and e-mail address are optional).
2. Check the box indicating member or nonmember status.
3. **PRINT** Name and Date _____
4. A TRPC member must review the printed information; confirm that it is legible, initialed, signed and dated.
5. The member will print his/her name on the form and sign in the space provided as the person accepting this form.
6. The ACKNOWLEDGEMENT OF RISK AND WAIVER/RELEASE OF LIABILITY & INDEMNITY AGREEMENT, when complete, shall be placed in either the safe in the clubhouse or handed over to a Trustee.

Guests and spectators under the age of 18 (Minors):

1. Anyone under the age of 18 on any TRPC range as a guest, participant, or spectator must have a signed ACKNOWLEDGEMENT OF RISK AND WAIVER/RELEASE OF LIABILITY & INDEMNITY AGREEMENT form on file from at least one parent or legal guardian as indicated above **AND**;
2. A WAIVER FOR MINOR PARTICIPANTS form with the parent's or legal guardian's name clearly printed on both forms, signed and dated.
3. Each minor child under the age of 18 that will be present on any TRPC range or present at the premises, as a guest, participant, or spectator must be listed with their name printed, age, and date of birth.
4. A TRPC member must review the printed information, witness signatures, and confirm that it is legible, signed and dated.
5. The member will print his/her name on the form and sign in the space provided as the person accepting this form.
6. The ACKNOWLEDGEMENT OF RISK AND WAIVER/RELEASE OF LIABILITY & INDEMNITY AGREEMENT form shall be placed in either the safe in the clubhouse or handed over to a Trustee.
7. Failure to submit **both** a signed ACKNOWLEDGEMENT OF RISK AND WAIVER/RELEASE OF LIABILITY & INDEMNITY AGREEMENT **and** a WAIVER FOR MINOR PARTICIPANTS form will be grounds to refuse entry or participation in any TRPC sponsored activity.

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TENAFLY RIFLE AND PISTOL CLUB, INC.

**ACKNOWLEDGEMENT OF RISK AND
WAIVER/RELEASE OF LIABILITY & INDEMNITY AGREEMENT**

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR INJURIES TO YOURSELF OR YOUR PROPERTY ARISING OUT OF YOUR USE OF TENAFLY RIFLE AND PISTOL CLUB, NOW OR ANY TIME IN THE FUTURE.

READ IT COMPLETELY BEFORE SIGNING.

RELEASE OF LIABILITY

"Tenafly Rifle and Pistol Club, Inc.", LOCATED AT 157 GROVE STREET, TENAFLY, NJ, its present and former employees, instructors, owners, members, principals, subsidiaries, affiliates, directors, representatives, successors, predecessors, shareholders, partners, parents, Officers, agents, assigns, servants, attorneys, insurers, participants, and all other persons, firms, partnerships or corporations connected therewith, are collectively referred to hereinafter as "TENAFLY."

In consideration for being allowed by TENAFLY to use its facilities, or to observe shooting and other activities, now and in the future, I hereby agree that I, my assignees, spouses, parents, heirs, successors, legal representatives, and any and all other persons or entities who may file claim by or through me in any way or manner, voluntarily promise to never sue, and forever, permanently, fully, and unconditionally release, acquit and discharge, to the fullest extent permitted by law from any and all claims, charges, disputes, demands, suits, debts, causes of action, rights of action, sums of money, dues, accounts, faults, liabilities, expenses, and damages, losses, absolute or contingent that arise out of or relate in any way to my or any third parties' participation in or presence at Tenafly; except as set forth herein.

I further acknowledge and understand that "shooting and other activities" includes any and all activities of any kind whatsoever in which I engage in or observe while on the premises of TENAFLY, whether or not sponsored by TENAFLY.

This release of liability shall include any and all injuries, death or damages, including but not limited to property damage, or personal property, caused wholly or partially by any negligent acts or omissions, howsoever caused by Tenafly, arising from any failure or defect in Tenafly's equipment, training, classes, events, products, ammunition, firearms, or its facilities, and any materials sold, rented, loaned, or otherwise provided to me by TENAFLY.

This waiver and release of liability includes, without limitation, all injuries which may occur as a result of, in engaging in or observing any activities of any kind whatsoever while at the Club, including, but not limited to:

(a) my use of all amenities and equipment in the facility and my participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment, firearm, or amenity, (c) any instruction, training, supervision, or recommendations.

I agree to abide by all TENAFLY'S by-laws and range rules.

I fully understand that I am releasing important claims that I may have against Tenafly and that I have had the time and ability to consider carefully my release and waivers that I have done so knowingly, intelligently, and voluntarily and without anyone coercing me or threatening me or otherwise influencing me to do so.

By Initialing Here, I Agree _____

REPRESENTATIONS OF FAMILIARITY, AND COMPETENCE WITH FIREARMS

I hereby represent, warrant and certify that:

I have not been convicted of a crime, felony or high misdemeanor, and am not currently prohibited by law or otherwise from owning, using or possessing a firearm and that I am experienced and skilled in the

safe, and proper handling, loading, use and discharge of all firearms and ammunition I intend to use at the range.

By Initialing Here, I Agree _____

ACKNOWLEDGEMENT AND ACCEPTANCE OF THE RISK

I know that the sport of firearms shooting can result in injury, life threatening or life altering changes or death if I participate in this sport. I am voluntarily participating in the activities conducted at TENAFLY, and I sign my name below as acceptance of these risks. I understand there are risks associated with these activities, and I assume the risk of any injuries that I or my child or ward may sustain during any of these activities.

I am aware that potential hazards and risks exist regarding the activities offered by TENAFLY and I acknowledge that my participation, and even my presence, involves risks, and that any of those known and unknown risks could result in serious personal injury or death, and damage to the property of myself or others. These risks include, but are not limited to: shooting myself or being shot by others, hearing loss, eye injury, loss of eyesight, physical, mental, and emotional trauma, pain and suffering, inhalation and contact with contaminants, ricochets, flying debris, falls, equipment malfunction or failure, and without limitation, burns. I hereby assume the risk of all personal injury or death (including by a third party), damage to property, and injury to third parties that arise out of or relate in any way to my participation, or even my presence at TENAFLY and further agree that TENAFLY has no duty to attempt first-aid or rescue operations or procedures. I acknowledge and understand that any such attempt to administer first-aid or rescue operations or procedures, may result in compounded or increased damages or injuries. If, however, TENAFLY does attempt such procedures, I will not hold them responsible, culpable, or liable for any compounded or increased damages or injuries that may arise. With full knowledge of these risks, I voluntarily, knowingly, and intelligently elect to use TENAFLY in spite of these risks. I certify, acknowledge, agree to, and verify these statements by placing my initials below.

By Initialing Here, I Agree _____

INDEMNIFICATION

I agree to indemnify, hold harmless, and defend TENAFLY from any and all claims, charges, demands, disputes, debts, suits, causes of action, rights of action, sums of money, accounts, dues, fault, liabilities, attachments of property, or liability of any kind whatsoever, that any party, expenses and damages, losses, absolute or contingent, which arise from or result in any manner from my presence at TENAFLY, observation, or participation in any activity at TENAFLY, even if such actions, suits, claims, demands or expenses are due partially or wholly to negligent acts or omissions of Tenafly or the negligent or intentional acts of any third party.

I further agree and understand that TENAFLY may hold me responsible and liable to the fullest extent allowed by law for any negligent, reckless or criminal act or omission to act on the part of myself at TENAFLY.

I release and forever discharge and hold harmless TENAFLY, its Officers, directors, attorneys, agents, employees, contractors, volunteers, affiliated individuals, and members or organizations of THE TENAFLY RIFLE AND PISTOL CLUB., from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, that I, my next of kin, heirs, guardians, representatives or assigns may have for property damage, personal injury or death resulting from me entering onto the Club premises, from using Club facilities or equipment, or engaging in or observing shooting and other activities at TENAFLY, even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability result partially or wholly from any act or acts, even any negligent act or omission to act, including negligent or omitted first-aid or rescue operations or procedures, by TENAFLY.

This indemnification includes any expenses, including but not limited to attorney fees, incurred in the defense of any claims brought by or for any of the aforesaid persons, including third parties, as well as any damages awarded through litigation, mediation, ADR, or any other form of settlement in or out of court. It is my intent that no claim of any person or entity through me or any claims of any person or entity against me shall ever cause TENAFly to incur any expense of any kind whatsoever.

By Initialing Here, I Agree _____

LEGAL, MEDICAL, AND MENTAL FITNESS

I certify that I have no legal, medical, mental, or physical condition which could or would make my use of any facility at TENAFly, my presence at TENAFly, or participation in any activity at TENAFly unsafe or illegal for me or others. I understand that it is my responsibility and duty to disclose any legal, medical, or mental disqualifier or disability to my safe handling of firearms, or my ability to hear, understand, and follow directions or instructions that I might be given from a Range Safety Officer, or Officer or Trustee of Tenafly or of a particular event, activity, or program. I understand that it is my responsibility to consult an attorney, doctor, or mental health professional to determine that it is safe and legal for me to participate in firearms related activities and any other TENAFly activity. I am willing to fully assume and bear the costs of all liabilities, risks, injuries, actions, suits, arrests, charges, convictions, or damages that may arise directly or indirectly from my legal, medical, mental, or physical conditions that affect my participation at TENAFly.

By Initialing Here, I Agree _____

PHOTOGRAPHY AND VIDEOGRAPHY

I understand that amateur or commercial still, video and/or motion picture photography may occur during my presence at TENAFly and that I may be incidentally included in such photography. Should I wish to be excluded from such photography, I understand that it is my responsibility to be aware of photographic activity and remove myself from the area or event being photographed. Absent such action on my part, I hereby grant TENAFly its sponsors and beneficiaries, the right to use my photographic image in the promotion of TENAFly'S activities or shooting sports in general.

By Initialing Here, I Agree _____

VENUE, MEDIATION, ARBITRATION, WAIVER OF COURT TRIAL

I acknowledge that I had a right or opportunity to litigate disputes through a court in front of a judge or jury, but waive that right in preference to resolve any disputes through arbitration. I make this agreement in consideration for being allowed to partake of TENAFly'S services.

Venue: I agree, however, that should there arise any lawsuit between me and TENAFly, it must be filed in the State of New Jersey, Bergen County. I further agree that the substantive laws of New Jersey shall apply in any such mediation or arbitration, or lawsuit, without regard to the conflict of law rules of any other state. This agreement is intended to require the use of alternative dispute resolution, rather than the courts, in an effort to expedite the resolution of any disputes in a fair manner. You are waiving the right to have judge or jury decide any dispute. Any phrase, clause, or provision of this document that is declared invalid, prohibited, or unenforceable by a court of competent jurisdiction or arbitrator, shall be deemed severed from this Agreement, but shall not affect any other provision of this Agreement, which shall remain otherwise in full force and effect.

Mediation: I agree that any claim or dispute relating to this agreement, or any other matters, disputes, or claims regarding TENAFly, shall be subject to non-binding mediation if agreed to by Tenafly within 30 days of any party making such a request to the other party by letter. Any such mediation will be held

in the State Of New Jersey, and shall be conducted according to the mediation rules of "Forum" (Formerly known as National Arbitration Forum), or rules of such other mediator as selected by the parties. This agreement is intended to require the use of alternative dispute resolution, rather than the courts, in an effort to expedite the resolution of any disputes in a fair manner. You are waiving the right to have judge or jury decide any dispute.as such, should "forum", be unable to mediate, or should one of the parties prefer an alternative to "forum", the parties agree to submit the dispute to any alternative dispute resolution service, or to an independent mediator, authorized to do so under new jersey law or court rules. If the parties cannot agree on the mediator or alternate dispute resolution company, then each party's representative shall agree upon a neutral to resolve the issue. If more than one claimant, the claimants shall be entitled to a total of one representative for purposes of selecting a neutral.

Arbitration: Whether or not mediation is requested by any party, any claim, dispute or controversy between parties or arising from or relating to this agreement or the relationships which result from this agreement, including the validity of this arbitration clause or the entire agreement, including any that remain unresolved 120 days after an agreement for mediation, shall be resolved by binding arbitration by "FORUM" or other alternative dispute resolution service, as selected by the parties. Any award of the arbitrator(s) may be entered as a judgment in any court having jurisdiction. In the event a court having jurisdiction finds any portion of this agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective. Information may be obtained and claims may be filed at any office of "FORUM" or other ADR service or arbitrator, as agreed by the parties. This agreement shall be governed by and interpreted under New Jersey Law.

Any such arbitration will be held in the State Of New Jersey, and shall be conducted according to the arbitration rules of "FORUM" (formerly known as National Arbitration Forum), or such other arbitrator as selected by the parties.

This agreement is intended to require the use of alternative dispute resolution, rather than the courts, in an effort to expedite the resolution of any disputes in a fair manner. You are waiving the right to have judge or jury decide any dispute.as such, should "forum", be unable to arbitrate, or should one of the parties prefer an alternative to "forum", the parties shall submit the dispute to any alternative dispute resolution service, or to an independent arbitrator, authorized to do so under new jersey law or court rules. If the parties cannot agree on the arbitrator, or alternate dispute resolution company, then each party's representative shall agree upon a neutral to resolve the issue. If more than one claimant, the claimants shall be entitled to a total of one representative for purposes of selecting a neutral.

By Initialing Here, I Agree _____

MEMBERS ONLY:

I represent and warrant that I hold a valid New Jersey Firearm Purchaser ID, which has never been revoked or limited. I acknowledge my duty and obligation to immediately notify TENAFly if said NJFID is ever revoked or limited, or if grounds for such revocation or limitation exist; and to immediately withdraw from the use of TENAFly facilities in any manner.

SIGNED: X _____ Date: X _____

PRINT NAME: X _____

I understand that TENAFly is specifically relying on the truth of my representations concerning my experience with firearms in permitting me to use its range and equipment. I understand and agree that if I am in any way unfamiliar with the proper handling, loading, use and/or discharge of firearms or ammunition which I intend to use a the range, it is my obligation to secure such training, and it is not the obligation of TENAFly.

By Initialing Here, I Agree _____

I further agree that, as I am signing this agreement as a Member I will ensure that each of my guests reads and signs a copy of this "ACKNOWLEDGEMENT OF RISK AND WAIVER/RELEASE OF LIABILITY & INDEMNITY AGREEMENT." I further agree that my failure to insure that my guests read and sign said Agreement may result in my immediate expulsion from TENAFLY or other sanction deemed fit and necessary by TENAFLY membership.

I HEREBY CERTIFY THAT THE STATEMENTS MADE BY ME IN THIS DOCUMENT ARE TRUE, AND THAT TENAFLY IS RELYING ON MY REPRESENTATIONS. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

Signature: X _____

Date: X _____

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and TENAFLY. I sign it of my own free will and agree on behalf of any and all other persons or entities who may claim by and/or through me to be bound at all times by its terms.

I further acknowledge and agree that this Agreement is intended to be as broad and inclusive as permitted by law, and that if any provision or portion is held to be invalid, contrary to law, void or otherwise unenforceable, then such portion does not void any other part of this agreement, and that the remaining provisions or portions shall continue and remain in full legal force and effect.

I further acknowledge and agree that it is my understanding and intent that this Agreement, and any signed written amendments or modifications to it, shall remain in full force and effect from the date of execution and shall be applicable to each and every occasion that I enter TENAFLY'S premises, use TENAFLY facilities or equipment or engage in or observe shooting and other activities at TENAFLY.

I UNDERSTAND THAT BY MY SIGNATURE I AM GIVING UP SUBSTANTIAL RIGHTS AND THAT BY SIGNING THIS AGREEMENT I AGREE NOT TO SUE TENAFLY.

Print Clearly:

Name: _____ Member Nonmember

Address: _____

City, State, Zip: _____

Phone #: _____ (Bus Home Cell Phone # _____

E-mail Address: _____

Signature: _____ Date (mm/dd/yyyy): _____

MEMBER WITNESSING AND ACCEPTING FORM:

Print Name Clearly: _____

Signature: _____

TENAFLY RIFLE AND PISTOL CLUB, INC.

WAIVER FOR MINOR PARTICIPANTS

I/We the parent(s) and/or legal guardian(s) of the below named participant(s) in activities at the TENAFLY RIFLE AND PISTOL CLUB, hereby give my/our permission to his/her participation in, and if need be, transportation to and from any Club related activities. I/we hereby acknowledge that in allowing our child to participate we hereby waive, release, absolve indemnify and agree to hold harmless the TENAFLY RIFLE AND PISTOL CLUB , its members, officers, organizers, sponsors, coaches, supervisors and participants including persons transporting my/our child to and from any Club related activities, for any claim arising out of any injury occurring to my/our child as a result of their participation in/with the TENAFLY RIFLE AND PISTOL CLUB and/or activities.

In signing this WAIVER I/We hereby acknowledge having read and signed the entire "ACKNOWLEDGEMENT OF RISK AND WAIVER/RELEASE OF LIABILITY & INDEMNITY AGREEMENT" and further acknowledge that I/we understand it and agree to the terms, contained herein, and their applicability to our child or ward.

Parent/Legal Guardian: _____
Print Name Clearly Date (mm/dd/yyyy)

Parent/Legal Guardian: _____
Signature Date (mm/dd/yyyy)

Signed on behalf of:

Print Clearly:

Child's Name: _____ Age: _____ Date of Birth (mm/dd/yyyy): _____

Child's Name: _____ Age: _____ Date of Birth (mm/dd/yyyy): _____

Child's Name: _____ Age: _____ Date of Birth (mm/dd/yyyy): _____

MEMBER ACCEPTING FORM:

Print Name Clearly: _____

Signature: _____