



ASSUMPTION OF RISK AND RELEASE OF CLAIMS

DISCLOSURES. In Florida, firearms, golf carts, aircraft, including drones, and motor vehicles are “dangerous instrumentalities.” Use, intentional misuse, malfunction, or negligent use of firearms, golf carts, aircraft, drones or motor vehicles is likely to cause bodily injury or death, even when safely and properly used. Clay targets and the launchers used for clay targets may cause bodily injury or death. Bullets fired from rifles and pistols and shot fired from shotguns may ricochet and cause bodily injury or death. The shooting activities conducted at JL Partners, LLC d/b/a OK Corral Gun Club (hereinafter “OK Corral Gun Club”), and the observation of such activities, necessarily involve the use of firearms, golf carts, motor vehicles, both on and off road, and clay targets and launchers, and are hazardous activities. Dogs, other domestic animals, or livestock which may be present on the premises of OK Corral Gun Club may bite, or otherwise harm humans, causing bodily injury or death. In addition, the grounds of OK Corral Gun Club also contain populations of wildlife capable of causing bodily injury, or death. Such wildlife includes, by example, and not by way of limitation, feral hogs, venomous snakes, alligators, and poisonous and disease carrying insects.

RELEASE. Knowing the risks and dangers involved, and having been warned of the risks and dangers involved in the activities related to the activities at OK Corral Gun Club, I accept and assume all risks associated with the activities in which I participate or observe, or which may otherwise occur, while participating or observing said activities. I hereby release and discharge OK Corral Gun Club and owners of all property, both real and personal, and their collective employees, agents, instructors, drivers, officers, directors, customers and members, the owners, operators, and manufacturers of any aircraft, drones, golf carts, firearms, ammunition, clay targets and launchers, motor vehicles, boats, and all other equipment or machinery utilized while I am on any property or facility operated or used for the activities, including ground and water transportation and any firearm(s) that I may rent, or which may be loaned to me, and all other landowners, tenants, participants, and sponsors of any activity conducted in connection with the activities at OK Corral Gun Club (hereinafter collectively referred to as “Releasees”), from any and all liability, claims, demands, or causes of action whatsoever arising out of any damage, loss or injury to me or my property, or my death, while participating in, or observing any of the activities covered by this agreement, whether resulting from the negligence or other fault, either active or passive, of any of the Releasees, or from any other cause.

AGREEMENT NOT TO SUE. I agree never to institute any lawsuit in federal, state, or county court, in any jurisdiction, against any of the Releasees, or to initiate or to assist in the prosecution of any lawsuit for damages against the Releasees which I may have by reason of injury to my person or property, or my death, arising from the activities covered by this agreement. **I UNDERSTAND THAT ALL SUCH CLAIMS ARE SUBJECT TO BINDING ARBITRATION.** I further agree that my heirs, executors, administrators, personal representatives, or anyone else claiming on my behalf, shall not institute any lawsuit for any cause of action or claim for damages against any of the Releasees, nor shall they initiate or assist in the prosecution of any lawsuit for damages against the Releasees, which I, my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf may have by reason of injury to my person or property, or death, arising from or resulting from the activities I will participate in or observe and I hereby so instruct my heirs, executors, administrators, personal representatives, or anyone else claiming on my behalf. Should any such lawsuit be instituted against any of the Releasees, in an attempt to avoid binding arbitration called for by this agreement, I agree that such Releasees shall be entitled to recover from me, or my estate, all of Releasee’s attorney’s fees, expenses, and costs incurred in the defense of such lawsuit or cause of action, whether or not such litigation is successful.

ARBITRATION. IN THE EVENT THE PARTIES ARE UNABLE TO AMICABLY RESOLVE ANY CLAIM BY ME OR MY ESTATE AGAINST ANY OF THE RELEASEES FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, PRODUCT LIABILITY, NEGLIGENCE, INTENTIONAL ACTS, GROSS NEGLIGENCE, REGARDING OR ARISING FROM MY PARTICIPATION IN OR OBSERVATION OF ANY ACTIVITIES AT OK CORRAL GUN CLUB, I AGREE THAT ALL CLAIMS FOR DAMAGES MUST BE SUBMITTED TO BINDING ARBITRATION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”). A SINGLE ARBITRATOR SHALL BE USED, AS ASSIGNED BY THE AAA, OR BY AGREEMENT OF THE PARTIES. EACH PARTY SHALL BEAR ITS OWN COSTS, EXPENSES, AND ATTORNEY FEES, AND SHALL SHARE EQUALLY IN PAYMENT OF ALL FILING FEES AND ARBITRATOR’S FEES. VENUE FOR THE ARBITRATION SHALL BE IN OKEECHOBEE COUNTY, FLORIDA.

INDEMNIFICATION. In consideration of my participation in, or the observation of, the activities of OK Corral Gun Club, if any, or all, of the Releasees are made a party, by any person or entity, to any litigation or arbitration commenced against me in connection with my participation in, or the observation of, the activities at OK Corral Gun Club, then I will protect, indemnify and hold Releasees harmless and pay all expenses and legal fees incurred or paid by Releasees or such other parties in connection with the litigation. Such payment shall be made upon demand.

I agree to indemnify, save, and hold Releasees harmless from any and all losses, claims, actions, or proceedings of every kind and character, including attorney's fees and expenses, which may be presented or initiated against me, or any other person or organization and which arise directly or indirectly from my participation in participation in, or the observation of, the activities at OK Corral Gun Club, whether resulting from negligence or other fault, either active or passive, or from any other cause.

The indemnities contained in this indemnification clause does not apply to any losses, claims, damages or other liabilities to the extent caused or contributed to by gross negligence or intentional acts of Releasees.

INSPECTION. Prior to executing this agreement and participating in participation in, or the observation of, the activities at OK Corral Gun Club, I have inspected the facilities and equipment to be used, to assure myself of their safe condition.

PHOTO & VIDEO RELEASE. For valuable consideration received, I hereby grant to OK Corral Gun Club and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs or video images of me, or in which I may be included, taken during my participation in, or the observation of, the activities at OK Corral Gun Club, for editorial, trade, advertising and any other purpose and in any manner and medium, to alter the same without restriction; and to copyright the same. This includes any and all legal uses. I hereby release OK Corral Gun Club and its legal representatives and assigns from all claims and liability relating to the use of said photographs and images.

APPLICABLE LAW/WAIVER OF JURY TRIAL/VENUE/HEADINGS. I agree that the laws of the State of Florida shall apply to the construction, interpretation, and validity of this Agreement. Florida law shall govern any dispute arising from this Agreement or the activities of the OK Corral Gun Club in which I participate or observe. Should the arbitration clause of this agreement be declared void by an arbitrator or court, and should suit be brought against Releasees, by me or on my behalf, I hereby waive the right to a jury trial. Venue shall lie solely in the appropriate state or county court located in Okeechobee County, Florida. In no event shall venue lie in any other jurisdiction, or in Federal court. The headings used throughout this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement.

CONTINUATION OF OBLIGATIONS. I agree that the terms and conditions of this agreement shall continue in full force and effect at all times during and after which I utilize in any manner the activities, services, goods or products provided at participation in, or the observation of, the activities at OK Corral Gun Club, and shall be binding upon my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf.

MERGER. This agreement constitutes the entire agreement between the parties. I represent that, in entering this agreement, I have not relied on any statements or representations apart from those contained within this agreement. All previous representations are merged within this agreement. My decision to enter into this agreement is based strictly on the specific terms of this agreement, and not on any representations, verbal promises, acts, omissions, or advertisements of any person or entity. Further, any representations or communications not contained within this agreement are agreed to be immaterial and do not survive the execution of this agreement. This agreement replaces any prior agreement.

RULES AND CONDITIONS. I agree to obey all rules and regulations of OK Corral Gun Club, and to obey the directives of all officers, directors, and employees of OK Corral Gun Club related to personal safety issues.

VALIDITY OF AGREEMENT. I understand that if I institute, or if anyone on my behalf institutes arbitration, any lawsuit, cause of action, or claim for damages against any of the Releasees because of injury to my person or property, or my death, as a result of my participation in or observation of the activities covered by this Agreement, this Agreement can and will be used in arbitration or court. This document may be executed by an electronic signature, and shall be as binding as if executed by a hand-written signature.

SEVERABILITY OF PROVISIONS. I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and if any portion of this Agreement is found to be unenforceable or against public policy, that only those portions shall fail, and I agree to be bound to the remainder of this Agreement.

WAIVER OF RIGHTS. I have had the opportunity to have this document reviewed by an attorney of my choice before signing it, and have either done so, or have chosen not to avail myself of this right. I understand that by signing this document, I am giving up important legal rights, and it is my intent to do so.

Signature Printed Name Date

Address Telephone

Email address

Emergency Contact Telephone

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