



NOTICE TO THE MINOR CHILD'S  
NATURAL OR LEGAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF JL PARTNERS, LLC d/b/a OK CORRAL GUN CLUB USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM JL PARTNERS, LLC d/b/a OK CORRAL GUN CLUB IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND JL PARTNERS, LLC d/b/a OK CORRAL GUN CLUB HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

ASSUMPTION OF MINOR CHILD'S 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 at OK Corral Gun Club, on behalf of my minor child, \_\_\_\_\_, date of birth \_\_\_\_\_, I accept and assume all of the inherently dangerous risks associated with the activities in which he/she participates or observes, or which may otherwise occur, while participating in the activities, or in observing activities.

I hereby release and discharge OK Corral Gun Club and owners of all property, both real and personal, used for my child's participation or observation in the activities at OK Corral Gun Club, 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 my child is on any property or facility operated or used by OK Corral Gun Club, including ground and water transportation and any firearm(s) that I may rent for my child, or which may be loaned to my child, 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 my child or his/her property, or my child's death, while participating in or observing any of the activities covered by this agreement.

**AGREEMENT NOT TO SUE.** On behalf my minor child, 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 my minor child may have by reason of injury to his/her person or property, or his/her death, arising from the inherently dangerous activities covered by this agreement. **I UNDERSTAND THAT ALL CLAIMS FOR DAMAGES ARE SUBJECT TO BINDING ARBITRATION.** I further agree that his/her heirs, executors, administrators, personal representatives, or anyone else claiming on his/her 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 he/she, his/her heirs, executors, administrators, personal representatives, and/or anyone else claiming on his/her behalf may have by reason of injury to his/her person or property, or death, arising from the activities covered by this Agreement or resulting from the inherently dangerous activities my child will participate in or observe and I hereby so instruct my child's heirs, executors, administrators, personal representatives, or anyone else claiming on my child's 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 AGAINST ANY OF THE RELEASEES ON BEHALF OF MY CHILD FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, NEGLIGENCE, INTENTIONAL ACTS, OR GROSS NEGLIGENCE, REGARDING OR ARISING FROM MY CHILD'S PARTICIPATION IN OR OBSERVATION REGARDING OR ARISING FROM MY CHILD'S PARTICIPATION IN OR OBSERVATION OF ANY ACTIVITIES AT OK CORRAL GUN CLUB, ON BEHALF OF MY CHILD, 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.**

**INSPECTION.** Prior to executing this agreement and my child participating in or observing the activities of 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 my child, or in which my child may be included, taken during his/her participation or 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 my child participates or observes. Should the arbitration clause of this agreement be declared void by any arbitrator or court, and should suit be brought against Releasees, on behalf of my minor child, 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.

**VALIDITY OF AGREEMENT.** I understand that if I institute, or if anyone on my child's behalf institutes arbitration, any lawsuit, cause of action, or claim for damages against any of the Releasees because of injury to my child's person or property, or my child's death, as a result of my child's 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.

**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 my child utilizes in any manner the activities, services, goods or products provided at OK Corral Gun Club, and shall be binding upon my child's heirs, executors, administrators, personal representatives, and/or anyone else claiming on my child's 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.** My minor child and 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.

**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 on my child's behalf, and it is my intent to do so.

**CERTIFICATION.** By my signature below, I hereby certify that I am either the Natural or Legal Guardian of the child named herein, and that I have full legal authority to execute this document.

\_\_\_\_\_  
Signature Printed Name Date

\_\_\_\_\_  
Address Telephone

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Emergency Contact Telephone