

Date: _____ Visitor of: _____
(Event Name)

AGREEMENT:

READ CAREFULLY, THIS DOCUMENT IS A RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY AND HOLD HARMLESS THE MEMPHIS SPORT SHOOTING ASSOCIATION, MSSA, IN RETURN FOR PERMISSION TO COME ONTO THE PROPERTY TO EITHER OBSERVE OR PARTICIPATE IN ANY SHOOTING ACTIVITY INVOLING SHOTGUN, RIFLE, OR HANDGUN.

This agreement entered into between Memphis Sport Shooting Association, Inc. [MSSA], and _____,
referred to either as “undersigned” or “participant.” (Print Participants Name)

Whereas, MSSA owns and operates a recreational shooting facility in Shelby County Tennessee, and the undersigned desires to use the facilities to observe, or participate in recreational shooting activities involving shotgun, handgun, and rifle. The undersigned acknowledges that shooting activities are inherently dangerous and hazardous activities which may give rise to potential injury or loss of life. In consideration for the undersigned, [participant], or in consideration of the undersigned being allowed to have minor on the premises, and either being allowed to observe or participate in all shooting activity conducted on the property of MSSA, whether conducted by the MSSA, or any other person, or entity, the participant agrees that he/she shall hold the MSSA, and its members, employees, or representatives, claims, or damages, directors, harmless and indemnify it for any and all causes of action, claims, or damages, however specified and however made, whether in tort, contract, or otherwise, whether brought by the “participant” or any person while on the property of the MSSA. It is further agreed that this agreement shall be perpetual in nature and fully effective each time the undersigned comes upon the property of the MSSA whether as an observer or participant. This agreement applies with equal force to any minors brought onto the property of the MSSA by the undersigned. With respect to the minor, the undersigned confirms that the undersigned is the parent or guardian of the minor and has a right to execute this agreement. Further, with the respect of minors, the undersigned agrees to release and hold the MSSA, its members, officers, directors, or representatives harmless from any or all causes of action as described above, and to indemnify the MSSA for any claim brought by the minor of the undersigned. “Participant” agrees to pay all claims, damages, expenses of investigation, litigation or settlement which may occur from the use of the property of MSSA either as an observer or participant. “Participant” shall reimburse the MSSA, or its assigns, agents, or representatives for any and all costs incurred by the MSSA, or its representative in responding to or defending any claim made as a result of being present on the property of the MSSA. The parties agree that this agreement shall be governed by the laws of the State of Tennessee. The parties agree that Shelby County Tennessee shall be the venue for trying all actions arising under this agreement. Any disputes arising from this agreement shall be enforced in the state courts of Shelby County Tennessee. “Participant” shall pay all attorney fees incurred by the MSSA, which accrue as a result of seeking enforcement of this agreement. This agreement is binding upon the participant [undersigned] as well as the heirs, assigns, or representatives, however denominated, of the undersigned and ensures to the benefit of the MSSA and its assigns, successors in interest, or representatives, however denominated. To the extent permitted by law, this agreement is binding upon the minor of the undersigned, the minor’s heirs, administrators, or representatives.

I HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS THAT I MAY HAVE WAIVED BY EXECUTING THIS AGREEMENT. I UNDERSTAND THAT IF I DO NOT SIGN THIS AGREEMENT, THAT I WILL NOT BE ALLOWED TO COME UPON THE PROPERTY OF THE MSSA EITHER TO OBSERVE OR PARTICIPATE IN ANY SHOOTING ACTIVITY UNDER ANY SET OF CIRCUMSTANCES. THIS AGREEMENT IS EFFECTIVE FOR THE MSSA, ITS MEMBERSHIP, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR ANY ENTITY CONDUCTING ANY ACTIVITY UPON THE MSSA PROPERTY.

MSSA BY: _____

Participant: (Print Name) _____

Sign Name: (X) _____

Participant Address: _____
Street, City State, Zip Code

Phone Number: _____

If signing for a person under 18 years of age:

(X) _____ (Relationship) _____