

## PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

In consideration of being allowed to participate in the Top Shot Cass County event of Wickman Chemical, L.C., their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in capacity on their behalf (hereinafter collectively referred to as "Wickman"), I hereby agree to release and discharge Wickman, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge the risk of injury from shooting and other known and unknown events and activities and/or the use of the related buildings, structures, equipment, automobiles, firearms, roads, land and all other real and personal property whether owned by Wickman or others is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Wickman from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Wickman's equipment or facilities, **including such Claims which allege negligent acts or omissions of Wickman.**
4. Should Wickman or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against Wickman, I agree to do so solely in the state of Iowa, and I further agree that the substantive law of that state shall apply in this action without regard to the conflict of law rules of that state.
7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

Please Initial all that apply-

\_\_\_\_\_ I have taken and passed a hunter safety course in the state of Iowa.

\_\_\_\_\_ I am an entry level shooter and will need some help handling my shotgun.

\_\_\_\_\_ I am an experienced shooter and know how to handle, load, and shoot my shotgun safely.

\_\_\_\_\_ I have read and agree to follow the range rules given to me by the Wickman's.

# Range Rules

- 1) Lo-Brass 7 ½ or 8 ½ shot only!
- 2) Hunter safety, concealed carry, or firearm training certificate required, if not we will need to find an instructor for novice shooters.
- 3) Hearing and eye protection required
- 4) No alcohol before, during, or after the shoot on the premise
- 5) No single shot guns
- 6) Must have at least 50 shells in your possession
- 7) 12 or 20 Gauge only
- 8) Guns up, Safety on- chamber open- unloaded when not shooting
- 9) There will be warnings for unsafe behavior- point deduction 2<sup>nd</sup> time
- 10) The Wickman's reserve the right to kick anybody off of our range at any time!

By signing this document, I agree that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Wickman on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone with area code (\_\_\_\_) \_\_\_\_\_ Date \_\_\_\_\_

## **PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**

(Must be completed for participants under the age of 18) In consideration of \_\_\_\_\_ (PRINT minor's name) ("Minor") being permitted by Wickman to participate in its activities and to use its equipment and facilities. I further agree to indemnify and hold harmless Wickman from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_