

EAST ORANGE SHOOTING SPORTS

7210 Gardner Street
Winter Park, Florida 32792

Phone: (407) 679-1995

Fax: (407) 679-5828

MINOR PARTICIPANT PARENT/GUARDIAN CONSENT FORM, WAIVER AND RELEASE

Minor's Name: _____

Parent's / Guardian's Name: _____

Address: _____

Relationship to Minor: _____

City, State, Zip: _____

Address: _____

D.O.B.: _____ Phone No. _____

City, State, Zip: _____

Has The Minor Ever Handled and Fired a Firearm?..... Yes No

D.O.B.: _____ Phone No. _____

Is The Minor Legally Permitted to Handle or Otherwise Possess a Firearm....

Driver's License Number: _____

Does The Minor Know and Follow the NRA Rules for Safe Gun Handling?

AGREEMENT, RELEASE, INDEMNIFICATION, COVENANT NOT TO SUE, AND WAIVER OF LIABILITY *(READ CAREFULLY BEFORE SIGNING)*

The undersigned agrees that my above-named child or ward will abide by all of the range rules and safety rules of East Orange Shooting Sports, and the undersigned represents that he or she understands all of these rules, and was given the opportunity to ask for clarification of any of the rules before signing this Agreement. The undersigned understands that East Orange Shooting Sports reserves the right to eject from the premises any individual who violates any of the rules of East Orange Shooting Sports or otherwise acts in any unsafe manner as determined by East Orange Shooting Sports. The undersigned agrees to peaceably leave the premises of East Orange Shooting Sports if so ejected, after paying for all services and merchandise provided. BY SIGNING BELOW, I HEREBY EXPRESSLY GIVE MY PERMISSION, CONSENT, AND AUTHORIZATION TO ALLOW MY ABOVE-NAMED CHILD OR WARD TO POSSESS, HANDLE AND DISCHARGE FIREARMS AND AMMUNITION ON THE PREMISES OF EAST ORANGE SHOOTING SPORTS, INC.

In consideration of the acceptance of the participation of my child or ward, directly or as a spectator or observer, in any activity, class, competition, firing range rental, firearm rental, or other use of the facilities of East Orange Shooting Sports (hereinafter, collectively, "Activity"), THE UNDERSIGNED AGREES TO ASSUME THE RISKS incidental to such participation and, on my own behalf, on behalf of my child or ward, and on behalf of my and my child's or ward's heirs, executors and administrators, I RELEASE, INDEMNIFY, HOLD HARMLESS, COVENANT NOT TO SUE, AND FOREVER DISCHARGE the Released Parties defined below, of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with the inherent risk of the Activity. The Released Parties are East Orange Shooting Sports, Inc., its parent, related, affiliated and subsidiary companies, and the officers, directors, employees, agents, representatives, insurers, successors, heirs and assigns of each. The undersigned expressly understands that the term "inherent risk" means those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the Activity and which are not eliminated even if the Released Parties act with due care in a reasonably prudent manner; and the term "inherent risk" includes, but is not limited to, (1) the failure of any of the Released Parties to warn me or my child or ward of an inherent risk, and (2) the risk that my child or ward, or another participant in any Activity (but not including the Released Parties) may act in a negligent or intentional manner and contribute to the injury or death of my child or ward.

The undersigned further agrees to indemnify and hold the Released Parties harmless from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my participation and/or the participation of my child or ward in any Activity which results in the personal injury or death of anyone whatsoever, or loss or damage to the property of anyone whatsoever (including the loss of use thereof). Further, I, the undersigned, agree, on my own behalf, on behalf of my child or ward, and on behalf of my and my child's or ward's heirs, executors and administrators, to pay East Orange Shooting Sports, Inc. for any damage to the Released Parties arising in any way out of any Activity and caused in any way, negligently or intentionally, by me, my child or my ward, including, but not limited to, property damages, personal injury damages, cleaning costs, loss of use damages, business interruption damages, damage to goodwill or reputation, medical costs, counseling costs, and attorney's fees.

This Agreement shall be governed by the laws of the State of Florida, and any legal action arising out of participation by myself, my child or ward in any Activity, or any litigation relating to the enforcement of this Agreement shall be commenced exclusively in either the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, or the County Court in and for Orange County Florida, as appropriate.

(Continued on Back – Please Turn Page Over)

In entering into this Agreement, I hereby grant the Released Parties a limited power of attorney and authorization to obtain, at my cost, any and all emergency medical treatment which may be needed by myself, my child or ward as a result of participation in any Activity. For the purposes of this Agreement, emergency medical treatment means medical care or treatment necessitated by a sudden, unexpected situation or occurrence resulting in a serious medical condition demanding immediate medical attention. However, I release, indemnify, hold harmless, covenant not to sue, and forever discharge the Released Parties of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with the exercise or the failure to exercise such limited power of attorney and authorization, whether negligent or otherwise.

I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by law, and that if any provision of this Agreement is held illegal, invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby, and such invalid part, term or provision shall not be deemed part of this Agreement. I further agree that any ambiguities in this Agreement shall not be construed in favor or against any party by virtue of that party having drafted the Agreement. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder shall not constitute any waiver of the right to pursue other available remedies.

NOTICE TO THE MINOR CHILD'S NATURAL 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 THE RELEASED PARTIES (DEFINED ABOVE) USE 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 THE RELEASED PARTIES (DEFINED ABOVE) 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 EAST ORANGE SHOOTING SPORTS, INC. HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I certify that I am twenty-one (21) years of age or older and that I am entering into this Agreement on my behalf and/or as parent or legal guardian of a child or ward under the age of eighteen (18). I expressly understand that the aforementioned Activity includes the discharge of firearms and the firing of live ammunition. I further certify that I have completely read the foregoing (on both sides of this page) and I expressly agree to all of the provisions of this Agreement.

SIGNATURE

Rev. 06-2010