



## BINGHAMTON RIFLE CLUB

Founded 1915 Chartered by the N.R.A. 1919

### Waiver of Liability and Assumption of Risk

I \_\_\_\_\_ (name) hereby affirm that I have voluntarily applied to obtain or renew a membership in the Binghamton Rifle Club, Inc. (herein known as "BRC") as of \_\_\_\_\_ (date). My BRC membership permits me to use the equipment and facilities of BRC, including the BRC range, to engage in, or observe, firearms use including shooting and courses of fire. In consideration of the services of BRC, I, on behalf of myself, acting agents, heirs, next of kin, assigns, personal representative and estate, as well as any non-member guests who may accompany me to the BRC range or BRC activities, hereby fully acknowledge, understand, and agree to release and hold harmless BRC, its agents, officers, representatives, directors, volunteers and participants and all other persons or entities acting in any capacity on behalf of BRC in connection with this membership or otherwise, and acknowledge each Article as follows:

1. I hereby acknowledge and understand the inherent risks and dangers that exist in my use of any firearms and/or courses of fire, as well as the observation of any use of firearms, and assume the risks of these activities which include physical and/or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activities. The risks further include, but are not limited to: the undersigned or third-parties being shot by a firearm; the undersigned or third-parties suffering hearing loss, eye injury or loss, inhalation or contact with airborne contaminants and/ or flying debris; and the undersigned or third parties being struck anywhere on their person (body). I hereby voluntarily assume these risks.  
(Your initials required) \_\_\_\_\_ (Parent/Guardian's Initials) \_\_\_\_\_
2. I further acknowledge and understand that BRC makes no warranty as to the design, manufacture, maintenance, condition or fitness for any particular purposes of any range facilities or equipment, including but not limited to: firearms, projectiles or targets, ammunition, or protective wear for hearing or eyes.  
(Your initials required) \_\_\_\_\_ (Parent/Guardian's Initials) \_\_\_\_\_
3. I acknowledge and understand that the BRC makes no warranty as to the safety procedures or conduct of safety personnel at the range, including but not limited to RANGE SAFETY OFFICER(S) (RSOs). I agree to be personally responsible for my own safety. I agree to follow all rules and safety procedures set forth by BRC. When participating in or observing firearms activities at BRC I agree to follow all instructions (if any) given by RSOs or other BRC personnel. I may choose NOT to participate in any BRC activity that I deem unsafe. Should the RSOs decide to terminate my participation in any or all activities for any reason, I understand that I will have to leave the course/range immediately. Should I fail to follow the BRC safety procedures or the instructions (if any) of RSOs or other BRC personnel with regards to safety, my membership in BRC may be terminated and I will not be refunded for any monies paid in connection with said membership.  
(Your initials required) \_\_\_\_\_ (Parent/Guardian's Initials) \_\_\_\_\_
4. I agree when arriving, on or departing range property, I must keep the firearm(s) unloaded and cased. This includes concealed weapons while on the shooting range.  
(Your initials required) \_\_\_\_\_ (Parent/Guardian's Initials) \_\_\_\_\_

**P.O. Box 823 - Binghamton, New York 13902 - [www.BinghamtonRifleClub.org](http://www.BinghamtonRifleClub.org)**

5. I hereby agree to assume responsibility and all liability for any and all act or acts, including negligent, reckless or criminal conduct, or omission to act, on behalf of myself or my non-member guest(s) while at the BRC range or when attending or participating in any BRC activity.  
(Your initials required) \_\_\_\_\_ (Parent/Guardian's Initials) \_\_\_\_\_

6. In signing this Waiver of Liability and Assumption of Risk I am voluntarily releasing BRC, its agents, officers, representatives, directors, volunteers and participants and discharging them forever and agreeing to indemnify and hold them harmless from any and all claims, demands, or causes of action which are in any way connected with my participation in BRC activities and membership in BRC or my use of any equipment or facilities including, but not limited to, any and all firearms and indoor shooting ranges, including any such claim(s) which allege negligent acts or omissions of BRC and/or other persons or entities acting in any capacity on behalf of BRC. I expressly agree that this Waiver of Liability and Assumption of Risk shall be construed in accordance with the laws of the State of New York. I agree that BRC shall have the sole discretion to submit any dispute arising hereunder to binding arbitration or litigation, and that any such dispute shall be settled in accordance with the rules of the American Arbitration Association and the courts of New York State. I further agree that any such mediation, arbitration, suit, or other proceeding must be filed or entered into in Broome County, New York. I understand that I am responsible for all costs and expenses, including all attorneys' fees incurred by BRC in the defense of any such litigation, mediation and/or arbitration suit.  
(Your initials required) \_\_\_\_\_ (Parent/Guardian's Initials) \_\_\_\_\_

7. I expressly agree that the foregoing, Waiver of Liability and Assumption of Risk is intended to be as broad as is permitted by the laws of the State of New York. I further agree that if any provisions of this agreement are held to be invalid the remainder of the agreement shall continue in full force and effect.  
(Your initials required) \_\_\_\_\_ (Parent/Guardian's Initials) \_\_\_\_\_

WHEREFORE, I have had sufficient opportunity to read this entire document. I have read, acknowledged and understand the WAIVER OF LIABILITY AND ASSUMPTION OF RISK and fully understand its terms and understand that I am giving up substantial rights, including my right to sue BRC, its agents, officers, representatives, directors, volunteers and participants. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

\_\_\_\_\_  
(Member's Printed Name) (Date)

\_\_\_\_\_  
(Member's Signature) (Date)

\_\_\_\_\_  
(Parent or Legal Guardian's Printed Name) (Date)

\_\_\_\_\_  
(Parent or Legal Guardian's Signature) (Date)