

COTTONWOOD COWBOY ASSOCIATION

PLEASE PRINT...

ALIAS: \_\_\_\_\_ SASS# \_\_\_\_\_ CATEGORY: \_\_\_\_\_

NAME: \_\_\_\_\_ RO I Certified Yes No RO II Certified Yes No

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ CELL: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**EMERGENCY CONTACT**

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

**Due to the use of firearms posing danger, we require all shooters and observers to assume all risk, and acknowledge by signing this release.**

I hereby acknowledge I have voluntarily applied to participate and/or observe the sport of Cowboy Action Shooting and/or related activities.

AS LAWFUL CONSIDERATION of being permitted to enter upon the premises upon which this even is conducted and of being permitted to participate in or observe activities or otherwise use the facilities, I, the undersigned, for my heirs, distributes, legal representatives, next of kin, and assigns agree to the provisions set forth below.

I hereby release, waive, discharge and covenant not to sue, make a claim against the property of or otherwise prosecute Cottonwood Cowboy Association, its officers, directors, agents, volunteers, and/or landowners (for all purposes collectively referred to herein as "RELEASEES") for liability on account of damage to the property of or injury to the person or death of the undersigned, whether caused from the passive or active negligence of RELEASEES or otherwise while the undersigned is participating in or observing the sporting or related activities being presented by RELEASEES.

I hereby agree to indemnify and save and hold harmless the RELEASEES and each of them from any loss, liability, damage, or cost RELEASEES may incur due to the presence of or any act of the undersigned while the undersigned participates in or observes the sporting or related activities be presented by RELEASEES, whether caused by the passive or active negligence of RELEASEES or otherwise.

The undersigned expressly agrees the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of South Dakota. The undersigned further agrees if any provision of this agreement is held to be invalid, nevertheless, the balance of the agreement shall continue in full legal force and effect.

The undersigned warrants the following statements are true and correct and understands RELEASEES have relied on them in entering into the foregoing release, waiver, and indemnity agreement and is giving the undersigned permission to participate in and/or observe the sporting and other activities being conducted by RELEASEES.

An inherent risk of exposure to COVID-19 and other infectious diseases exists in any public place where people are present. COVID-19 is a contagious disease that can lead to severe illness and death. By signing this waiver, the individual understands and assumes all risks related to exposure to any infectious disease, including COVID-19.

No oral presentations, statements, or inducements apart from the foregoing written agreement have been made.

The undersigned is fully aware of the risks and hazards inherent in entering upon the premises where RELEASEES' events are being conducted and participating in and /or observing any events help upon said premises knowing the present condition thereof.

The undersigned acknowledges the risk and hazards being assumed by the undersigned may increase during the time the undersigned is participating in or observing the activities be conducted the RELEASEES.

The undersigned is aware the participation in or the observation of the sport of cowboy action shooting with loaded firearms and related activities is a hazardous activity. The undersigned does voluntarily participate in or observe these activities with the knowledge and appreciation of the danger involved. The undersigned hereby agrees to accept any and all risk of property damage, personal injury, or death.

The undersigned gives consent to whatever medical care might be provided or available on the premises and further agrees to conform and comply with all of the rules and regulations promulgated at the event.

The undersigned agrees to compensate or reimburse RELEASEES for any costs, expenses, or damages, including attorney fees, resulting from any claim brought against RELEASEES for property damage, personal injury, or death, that arises as a result of the passive or active negligence or other act of the undersigned while participating in or observing the shooting events and related activities conducted by RELEASEES.

The undersigned has carefully read and fully understands the covenant not to sue contained herein, and voluntarily signs this release, waiver of liability, and indemnity agreement.

This one waiver shall remain in force until rescinded in writing, the undersigned agrees that this document shall be held as a legal liability release waiver for any and all of the Cottonwood Cowboy Association shooting matches and events.

Should any provision of this agreement be held invalid, then the balance hereof shall remain in full force and effect. Notwithstanding anything to the contrary herein, nothing contained in this agreement shall release RELEASEES from intentional or willful act on its part directly causes damage, injury or death to the undersigned.

I am over the age of 18 years or, I am signing this agreement on behalf of a person under the age of 18 years, then I covenant I have all legal authority to act on behalf of such person and I bind him/her to the terms of this agreement.

I acknowledge that Cottonwood Cowboy Association reserves the right to refuse service to anyone at any time for any reason.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

(Parent/Guardian Signature if under 18)