

The Colonial Williamsburg Foundation

ACCIDENT WAIVER, RELEASE OF LIABILITY & INFORMED CONSENT FORM

Thank you for your interest in the Colonial Williamsburg Musket Range (the "Range") owned by The Colonial Williamsburg Foundation ("CWF"). We request your understanding and cooperation in maintaining both your safety and health by reading and signing the following Accident Waiver, Release of Liability & Informed Consent Form (the "Release and Waiver"). Every person (or parent or legal guardian if under age 18) must read and understand this waiver before participating in instruction, traveling to the Range, firing and shooting a firearm, and all other activities connected therewith (collectively, the "Activities"). This Release and Waiver is legally binding. If you require clarification on any aspect of this form, please consult an attorney of your choice. **IN SIGNING THIS DOCUMENT YOU ARE WAIVING THE RIGHT TO BRING A COURT ACTION TO SEEK COMPENSATION OR OBTAIN ANY REMEDY FOR ANY PERSONAL INJURIES, DAMAGE TO PROPERTY, ACCIDENT OF ANY KIND, INCLUDING DEATH, THAT MAY OCCUR WHEN YOU PARTICIPATE IN ANY ACTIVITIES OR ACCESS THE RANGE. IN ADDITION, YOU ARE AGREEING TO COMPLY WITH ALL POSTED WARNINGS AND INSTRUCTIONS AND ORAL INSTRUCTIONS OF THE CWF RANGE INSTRUCTORS.**

1. I understand and certify that (i) if a minor, I am of the age 14 or older, and (ii) I am aware that the use of, and proximity to, firearms is a hazardous and dangerous activity. I acknowledge that my participation and presence involves risks, and many of those known or unknown risks could result in **serious personal injury, paralysis, or death**, as well as damage to property belonging to myself or others. The risks included, but are not limited to, shooting myself or being shot by others, hearing loss, eye injuries or loss of eyesight, burns, injuries to my hands or other body parts from handling firearms, mental and emotional trauma, physical pain and suffering, inhalation or contact with airborne hazardous contaminants including lead, ricochets and other flying debris, falls, malfunction of equipment, injury or death. **I hereby assume the risk** of all personal injury or death (including at the hands of a third party), damage to property, and injury to third parties that arise out of or relate to in any way to my past, present or future participation in Activities or presence at the Range, and further agree that CWF, its employees, and its affiliates have no duty to undertake first-aid or rescue operations or procedures in the event of any such physical or emotional injury or property damage. I agree to comply with the rules, regulations and safety procedures governing the Range as posted and as instructed by CWF, and agree to wear eye and ear protection at all times that I am inside the area of the Range.

2. I certify that I am physically fit to participate in the Activities at the Range. I certify that I have no health-related reason or problems which preclude my participation or presence at the Range. I do not have a history of any heart or lung problems, high blood pressure, diabetes, muscle, joint, or back disorders, or pregnancy which would preclude me from participating in this activity. I have not been advised to not participate in this activity by any person, including, without limitation, any licensed medical professional.

3. Certain persons are prohibited by law from possessing a firearm, including, by way of example and not a finite list, a person who has been convicted in any court of a felony or pled guilty to a felony, a person admitted to the US on non-immigrant visa unless that person obtained a hunting license/permit or falls into another exception, such as a representative of a foreign government, an official of a foreign government, foreign law enforcement officer, or a person dishonorably discharged from the U.S. Armed Forces). I represent that I am not a person prohibited by law from possessing a firearm.

4. I acknowledge that this Release and Waiver will be used by CWF regarding the Activities in which I may participate, and that it will govern my actions and responsibilities. I hereby agree and acknowledge that all the terms and conditions of this Release and Waiver shall continue in full force and effect now and in the future at all times during which I participate in activities, or am present, at the Range.

5. In consideration of permitting me to participate in the Activities and my presence at the Range, **I HEREBY AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS** CWF, their instructors, principals, members, employees, affiliates, owners, subsidiaries, directors, representatives, successors, predecessors, partners, officers, agents, assigns, servants, insurers, participants, and all other persons, firms, partnerships, or corporations connected therewith (all of whom collectively referred to as the "Released Parties") from any and all liability, claims, demands, suits, actions, costs, expenses, medical fees, attorneys' fees, loss and damage arising out of my participation, including but not limited to, such claims that may result from my injury or death during or arising in any way from the Activities and from entering the Range and whether that injury or death - whether foreseeable or not - may result from my own negligence, or the negligence of Released Parties; and, hereby take action for myself, my assigns, executors, administrators, heirs, next of kin, successors, representatives, guardians and assigns, as follows:

(a) **I RELEASE, WAIVE, FOREVER DISCHARGE AND COVENANT NOT TO SUE** Released Parties from any and all responsibility or liability for injuries to the person or property of the undersigned incurred as a result of participation in the Activities, or presence, at the Range or any other CWF property, whether caused by the negligence of the Released Parties, or others acting on their behalf or in their interest. This release shall also include injuries, death or damages arising from any failure or defect in design of equipment, products, ammunition, firearms, or the Range.

(b) I hereby agree to indemnify, hold harmless, and defend the Released Parties from any and all claims, charges, disputes, demands, suits, debts, causes of action, rights of action, sums of money, dues, accounts, fault, liabilities, expenses, damages, losses, which arise from or may otherwise result in any manner from my presence at the Range or my participation in the Activities, even if such actions, suits, claims, demands or expenses are due partially or wholly to negligent acts or omissions of the Released Parties or the negligent or intentional acts of any third party.

(c) I hereby expressly agree that this Release and Waiver is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Virginia and that if any portion hereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

(d) I, being of lawful age, or acting on the behalf of a minor/child for whom I represent and warrant I have legal authority to execute contracts, do for myself and, if applicable, such minor/child, and our respective assigns, executors, administrators, heirs, next of kin, successors, representatives, and guardians hereby release and forever discharge Released Parties, from any and every claim, demand, action or right of action, of whatsoever kind of nature, arising from or by reason of any bodily injury or death which may occur as a result of my participation in the Activities at the Range. The reference to "I" in this document shall be construed to refer to all adult signatories as well as the minors for whom they may be acting.

(e) I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Activities or my presence at the Range.

6. I further state that: I have been provided an ample opportunity to read, and have carefully read, the foregoing Release and Waiver, and know the contents thereof and have signed this Release and Waiver as my own free act, and; this Release and Waiver shall be binding upon me and upon my assigns, executors, administrators, heirs, next of kin, successors, representatives, and guardians. I understand and agree that if I, or anyone on whose behalf I am acting, initiates any suit of action at law against any of the Released Parties for any loss or injury, no matter how minor or severe, to my person or property or the person or property of the person for whom I am acting, that this document will be used in court. I also understand that by signing this form, I am voluntarily giving up any right I might have to sue or make a claim which I might have or which might subsequently arise or occur in connection with participating in the Activities or presence at the Range, and which rights may be substantial.

Signature: _____ *Printed Name:* _____
Date: _____ *(If under 18 years old, parent or legal guardian must also sign.)*

Parent or _____ *Parent/Legal*
Legal _____ *Guardian Printed*
Guardian _____ *Name:* _____
Signature: _____
Date: _____