

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please ask us or consult an attorney. West Point Family and Morale, Welfare, and Recreation (MWR) and its staff have done everything possible to assure that our patrons have a rewarding Shooting Sports experience. We wish to inform our patrons that the use of firearms is not risk free. The same elements that contribute to the unique character and fun of firearms can cause loss or damage to equipment, and injury, illness, or in extreme cases, permanent trauma or death to yourself or others under your supervision. We do not want to heighten or reduce your enthusiasm for the experience, however, we want you to be aware in advance of what to expect, and be informed of some of the possible risks. We ask that you read and sign this release and waiver, then return it to our office.

SHOOTING SPORTS ACKNOWLEDGMENT OF RISK

I, (Print Participant Name) _____ acknowledge and agree that the use of firearms is an inherently dangerous activity. Should a projectile strike a person in the eyes, ears, nose or any vital area of the body which is not adequately protected, temporary or permanent muscle soreness; sprains; strains; cuts; abrasions; bruises; ligament and/or cartilage damage; head; neck or spinal injuries; loss of use of arms and/or legs; disfigurement or in extreme circumstances death, may occur. It is my responsibility to obey all rules at the Shooting Sports facility and to utilize all safety equipment at all times which is required by the Shooting Sports facility. Safety equipment is designed to minimize the risk of injury and/or death, but its proper use does not guarantee that such injury will not occur.

I understand that; (1) there are both foreseeable and unforeseeable risks of injury that may occur as a result of participating in this program; (2) serious and permanent eye injury, including loss of eyesight, can occur regardless if I wear approved safety glasses in any area where firearms may be intentionally or accidentally discharged; (3) I understand that it is my responsibility to wear approved safety glasses and I accept that responsibility; (4) glasses can fog or become dirty, and I agree that despite any such problems, I will not remove my glasses under any circumstances while I am using a firearm, at the target area or any other area I may be struck by a ricochet; (5) although the range operator and staff will attempt to enforce safety rules, I may be injured or die because other persons did not follow the rules; and (5) using firearms involves risks, which include, but are not limited to, the risk of injury from being hit by ricocheting projectiles, accidental discharge of weapons, misfiring weapons, injuries from possible malfunction of equipment used, and injuries from falling over natural or manmade obstacles on the range. Although this facility has taken steps to minimize the hazards of the facility, the risk of injury cannot be completely eradicated and there remains the risk that a participant could be injured as a result of the hazardous nature of the range.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I certify that my family, including minor children, and myself are fully capable of participating. I state that I have read the above statement on some of the possible risks associated with the use of firearms. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, negligence of another participant in the Shooting Sports program, or the negligence of West Point MWR and its staff. I also understand that West Point reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in Shooting Sports. My family and I are in good physical condition and able to undertake Shooting Sports.

I agree to indemnify and hold harmless Army MWR, West Point MWR, the US Army Garrison West Point and its staff, and the U.S. Army and its members, agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue Army MWR, West Point MWR, the US Army Garrison West Point and its staff, and the U.S. Army and its members, agents and employees for any/ all actions or claims arising out of participation in the Shooting Sports program. In short, I cannot sue Army MWR, West Point MWR, the US Army Garrison West Point and its staff, and the U.S. Army and its members, agents and employees, and if I do, I cannot collect any money.

I agree that the site of any lawsuit, and the law governing any such lawsuit, shall be governed under the Federal Tort Claims Act or the Military Claims Act, whichever is applicable. The terms of this agreement shall continue and be in effect after the Shooting Sports program or activity has ended.

I hereby agree that if the U.S. Army, Army MWR or West Point MWR is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay court costs and attorney fees if they successfully defend such action, lawsuit or litigation.

Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

Patron's initials

CONSENT TO PUBLICATION OF PHOTOGRAPH

I authorize and release to West Point MWR and its staff the use of my image in any photograph or video recording for any purpose of Army MWR, and West Point MWR.

MEDICAL TREATMENT CONSENT

I hereby give permission for transportation to any medical facility or hospital, and I authorize any guide or medical personnel to render necessary emergency medical care for my family or myself. I hereby authorize the release of any medical information in the possession of West Point MWR and its staff to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse or other such person rendering care on my behalf. I hereby waive any action or claim against West Point MWR or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information.

I have adequate health, disability and life insurance for my family and myself.

I, _____, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself, and my family this _____ day of _____ (*month/year*).

By checking this box, I indicate that my family and I have previous _____ experience.

No one in my family or I have any medical condition that would prevent our participation in this activity except:
_____.

I have read and understood this agreement.

PARTICIPANT SIGNATURE

ADDRESS

PRINTED NAME

PARENT(S) SIGNATURE OF MINOR PARTICIPANT

PLEASE READ OTHER SIDE