

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
THURMONT CONSERVATION AND SPORTSMEN'S CLUB**

1. In consideration of being permitted to participate in International Defensive Pistol Association (IDPA) Events held at the Thurmont Conservation and Sportsmen's Club, I, the undersigned, do hereby for myself, my spouse, members of my family, heirs, assigns, executors and administrators, hereby RELEASE, WAIVE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE Thurmont Conservation and Sportsmen's Club, its directors, officers, employees, and match personnel (including but not limited to match directors, safety officers, range officers, stage designers, and stage setup personnel), hereinafter referred to as the RELEASEES, from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including but not limited to permanent bodily injury, suffering, or death, that I may sustain, or to any property that I own, while participating in such activity or while in or upon the premises of Thurmont Conservation and Sportsmen's Club. This release includes any losses caused or alleged to be caused, in whole or part, by the negligence of RELEASEES to the fullest extent allowed by law.

I am fully aware of the risks and hazards connected with an International Defensive Pistol Association match, which include the risk of injury and even death, and I hereby elect to participate voluntarily in this activity, knowing that the activity may be hazardous to me and my property. I understand that serious accidents occasionally occur during this activity and that participants in this activity occasionally sustain serious personal injuries (which may include permanent bodily injury, suffering, or death) and/or property damage as a consequence of participating in this activity. I VOLUNTARILY ASSUME FULL RESPONSIBILITY for any risks (foreseen or unforeseen) of personal injury (including but not limited to permanent bodily injury, suffering, or death) that I may sustain, or any loss or damage to property that I own as a result of being engaged in this activity. It is impossible to know and list every risk associated with this activity, but the risks I may encounter include but are not limited to those resulting from the accidental or improper discharge of a firearm by any participant, a catastrophic failure of a firearm of any participant, a ricochet from a shot by any participant, malfunctioning range equipment or props, and slipping, falling, or tripping.

I understand that IDPA is a "practical shooting" sport that challenges a participant's ability to shoot rapidly and accurately with a handgun on obstacle-laden shooting courses called stages with the participant's skill measured by how quickly and accurately the stage is completed. I understand that stages may, for example, call for participants to shoot at targets from different locations and move between locations and/or around obstacles while holding a loaded firearm; shoot at targets from awkward positions; shoot at targets holding the firearm with either or both hands; and shoot at targets while moving forward, backward, or laterally. I also understand that the ground on which the participants must move may be uneven; and, as the events are held outdoors and exposed to the weather, the ground at times may be wet and/or slippery in places.

In addition, I acknowledge that participants use their own firearms and ammunition (included reloaded ammunition), that the RELEASEES do not control the firearms and ammunition used by participants, and that the RELEASEES are not responsible for personal injury or loss or damage to property resulting from a malfunctioning or defective firearm or malfunctioning or defective ammunition of any participant.

2. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorney's fees that they may incur due to my participation in this activity. This agreement to indemnify includes loss, liability, damage, or costs,

including court costs and attorney's fees, caused in whole or part by negligence of RELEASEES, to the fullest extent allowed by law.

3. I agree to abide by all rules and conditions set by RELEASEES and their agents, as well as all rules and conditions set by the IDPA for participation. I further acknowledge that failure to obey these rules and conditions would constitute contributory negligence on my part. I certify that my firearm is in good working order, that I am familiar with its safe operation and that I am not a prohibited person under State or Federal law to possess any firearms or other devices in my possession.
4. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Maryland. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.
5. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT that I have fully informed myself of the contents of the foregoing Waiver of Liability and Hold Harmless Agreement by reading it, that I understand it, and that I sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement have been made; I am at least eighteen (18) years of age and fully competent (or I am the parent/legal guardian of participant who is under 18 years of age); and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

In WITNESS WHEREOF, I have signed this Waiver and Agreement on this ___ day of _____, in the year _____.

Print name (Participant)

Print name (Witness)

Signature

Signature

Signature of Parent/Guardian if under 18

Printed name of Parent/Guardian if under 18