

CONSENT, RELEASE & WAIVER FORM

Participants and Parents: Please Read Carefully. This is a legally binding agreement that affects your rights. If you do not understand it, you should consult with an attorney before signing. By signing you are releasing parties from their own acts of negligence as allowed by law.

Instructions: Before you can participate in any shooting activity at the Kansas City Trapshooters Association (KCTA) this Consent, Release & Waiver must be completed, signed by you (and your parent or legal guardian if you are under the age of 18), and returned to KCTA Manager, Justin Hefner prior to participating in shooting activity. As used herein, the term "participate" shall include but not be limited to shooting a firearm at the KCTA. **Please read this form carefully as it is a legal document that affects your rights.**

Name: _____
(Please PRINT)

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Gender: _____ Male / _____ Female Birth date (mm/dd/yr): _____ / _____ / _____

email address: _____

In exchange for and as a condition of being allowed to participate at the KCTA Participant and Participant's parent/legal guardian (if Participant is a minor child) agree as follows:

1. **RELEASED PARTIES AS USED IN THIS AGREEMENT INCLUDES THE FOLLOWING:** Kansas City Trapshooters Association, its directors, officers, ex-officios, agents, insurers, employees, managers, assistant managers, members, servants, successors and assigns.
2. Participant acknowledges that the KCTA is a shotgun shooting facility involving the use of firearms by Participant and others.
3. Participant understands that there are risks and dangers associated with the use of firearms, including serious bodily injury, death and property damage. Participant agrees to assume all risks, inherent or otherwise, that may occur due to arise out of or be in connection with Participant's own participation, including without limitation the risk of serious bodily injury, death and property damage. Participant further agrees to assume all risks inherent or otherwise, that may occur due to, arise out of or be in connection with the participation of others at the KCTA, including without limitation other participants, competitors, instructors/coaches, audience members and RELEASED PARTIES.

NOTE: Please be advised that it is not possible to list all of the activities and related risks that Participant may encounter while participating at the KCTA. There may be risks that are not known to Participant, or to other participants at the KCTA, including staff or volunteers of KCTA, and may not be foreseen or reasonably foreseeable by anyone at this time or at the time of the activities in which Participant participates. Participant agrees to assume all risks of serious

bodily injury, death and property damages, and all other risks of participation at the KCTA, whether or not described to Participant.

4. Participant further covenants not to sue and agrees to release, waive, and discharge the **RELEASED PARTIES**, from any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments and expenses (including reasonable attorney's fees and costs) that Participant may suffer, directly or indirectly, due to, arising out of or in connection with Participant's own participation or conduct (negligent or otherwise) at a KCTA event or the conduct (negligent or otherwise) of other participant at the KCTA and including any illness, sickness or death arising out of any pandemic such as but not limited to Covid-19, **including without limitation, the conduct (negligent or otherwise) of the Released Parties.** **THIS RELEASE APPLIES TO ALL ACTS OF THE RELEASED PARTIES, INCLUDING FUTURE ACTS, OF NEGLIGENCE AND/OR FAULT OF THE RELEASED PARTIES. THE RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY OF THEIR ACTS OF NEGLIGENCE AND/OR FAULT INCLUDING FUTURE ACTS OF NEGLIGENCE AND/OR FAULT TO THE EXTENT AS PERMITTED BY MISSOURI LAW. CERTAIN FUTURE ACTS OF A PARTY MAY NOT BE RELEASED AND IF YOU DO NOT UNDERSTAND WHICH ACTS CAN AND CANNOT BE RELEASED, YOU SHOULD CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.**

5. Participant agree to abide by all rules, regulations, orders promulgated by the federal, state and local governments, including any health departments thereof, pertaining to pandemics such as but not limited to Covid-19 and Participant understands and agrees that the Released Parties are not responsible for making Participant aware of such rules, regulations and orders and it is the sole responsibility of Participant to be aware of such rule, regulation and orders and to abide by them.

6. To the fullest extent allowed by law, Participant agrees to defend, indemnify and hold the **RELEASED PARTIES** harmless from and against any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments and expenses (including reasonable attorney's fees and costs) by third parties (including Participant's own family) for any bodily injury, death or property damage or other incident occurring due to, arising out of or in connection with Participant's own participation or conduct (negligent or otherwise) at the KCTA.

7. Participant grants to the KCTA permission to reproduce, publish, distribute, or otherwise use in any reasonable manner Participant's name, photograph, likeness and statements in connection with the promotion of the KCTA, in all media, including, without limitation, the Internet, news articles, advertisements or other electronic or print materials. Participant further covenants not to sue and agrees to waive, release and discharge the KCTA Sponsors and the Governing Bodies, if any, and all of their respective directors, officers, agents, employees and volunteers, from and against any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments and expenses (including reasonable attorney's fees and costs) arising out of or in connection with the use of Participant's name, photograph, likeness and statements, including, without limitation, any and all claims for invasion of privacy, publicity, defamation and/or portrayal in a false light, copyright infringement and any claims and/or demands for compensation or royalties.

8. Regardless of where this document presented, signed and/or accepted, it shall be interpreted and construed in accordance with the law of the State of Missouri and jurisdiction on any action between participant and/or participant's parents and the Released Parties shall be in the State of Missouri.

9. Participant's signature below indicates that Participant has read and fully understands this entire Consent, Release & Waiver, agrees to all its provisions, and that it shall be binding upon Participant, his or her representatives, heirs, assigns and next of kin.

Parents/Legal Guardians

10. As the parent of legal guardian of the Participant, a minor child, I affirm that I have the authority to act on behalf of the Participant and, as such, do hereby give my consent for the Participant to participate at the KCTA. I declare that I have read and fully understand this entire Consent, Release & Waiver, and that by signing below I agree that all of the provisions of this Consent, Release & Waiver are equally binding upon me, my representatives, heirs, assigns and next of kin, as they are upon the Participant.

Participant's Signature

Date

COMPLETE BELOW IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE

Parent/Guardian Name: _____
(Please PRINT)

Address (if different than above): _____

City: _____ State: _____ Zip: _____

Phone: _____ Parents Email Address (2): _____
(Optional)

Parent or Legal Guardian's Signature

Date