

ADULT RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
HAZARDOUS AND POTENTIALLY DANGEROUS ACTIVITY

In consideration of being allowed to enter or use the facilities, including but not limited to the shooting ranges (all of which are hereinafter referred to as the "Facilities") and participate in the activities of the Downrange Inc (dba CAPE GUN WORKS) Range located at 96 Airport Rd, Hyannis, MA 02601 ("CGW"), I hereby agree to each of the following terms and conditions of this Agreement, and I have initialed each as having been read and understood by me:

- _____ 1. I understand that shooting and/or firearms training and practice programs are HAZARDOUS AND POTENTIALLY DANGEROUS ACTIVITIES. This agreement prevents me, my heirs, family members, assigns and or legal representatives from recovering or bringing a claim against CGW in the event of any injury or death, for whatever reason, including but not limited to malfunction of a rented firearm or ammunition, negligence of an instructor, malfeasance of a customer, or negligence of a customer.
- _____ 2. VOLUNTARY PARTICIPATION: - I certify that I am eighteen (18) years or older, and I hereby state that I have voluntarily requested to participate in firearms related activity at CGW, knowing and understanding fully, the inherent dangers of the activity, and assuming all risk thereof:
- _____ 3. I will be accompanied by a CGW Employee, a Member, or I have read the CGW Range Rules, a copy of which has been given to me by CGW. I understand these Range Rules may be amended from time to time and that I am responsible for reviewing the posted Range Rules when I use the CGW Facilities. I verify that, before using the Facilities, I have taken the CGW safety test. I agree to obey and comply with the Range Rules, general policies and rules of operation and administration of CGW.
- _____ 4. I will be accompanied by a CGW Employee, or I am familiar with and understand the operation of each firearm (rifle, handgun, shotgun) which I will use at CGW. The word "operation" includes the safe handling, loading and unloading procedures, and safety mechanisms and features of each firearm.
- _____ 5. I understand that CGW suggests the use of newly manufactured commercial ammunition at all times on CGW ranges, and prohibits RELOADED ammunition. I accept full and complete responsibility for the inherent risks resulting from my and anyone else's use of reloads or hand loads, including all responsibility for personal injuries to myself and anyone else. I also agree to thoroughly check to be sure I am using the correct ammunition at all times
- _____ 6. I agree that prior to participating in or observing any shooting activities, I will inspect the Facilities, firearms and ammunition to be used and, if I believe anything is unsafe for any reason, I will so advise a Range Officer and will leave the unsafe portion of the Facilities immediately.
- _____ 7. I acknowledge and fully understand that I and all others engaged in shooting, coaching, observing or training with firearms at CGW will be engaged in activities that involve inherent risks of serious personal injury including disability or death and severe social and economic losses which might result from my actions or inactions or the actions or inactions of others; such risks include but are not limited to:
 - a. my failure to abide by firearms safety rules or to properly handle or use firearms or ammunition;
 - b. the failure of others to abide by firearms safety rules or to properly handle or use firearms or ammunition;
 - c. the characteristics, including the design, manufacturing or other defects, of any firearm or ammunition being used by myself or others at CGW;
 - d. the characteristics, including the design, construction, and maintenance, of CGW's Facilities including, but not limited to, the multiple firing ranges; and
 - e. the possible inability of CGW personnel (including Range Officers) to, at all times, monitor or supervise CGW members, their guests, hourly fee users and others using the CGW Facilities including said ranges.
- _____ 8. I recognize that I may be expelled from the Facilities for violation of the Range Rules or for behavior deemed unsafe by CGW personnel. Decisions regarding expulsion are final.
- _____ 9. I accept full responsibility for any damage or destruction I cause to CGW property, whether accidental, negligent, willful or otherwise. CGW property includes, but is not limited to, the facility, range equipment, target frames, target supports or mechanisms, firearms, signs, and all equipment, electrical and otherwise. CGW reserves the right to recover from me a reasonable charge for any such damage and is entitled to recover its costs, including reasonable attorneys' fees, incurred in bringing any claim for such damage.
- _____ 10. On behalf of myself, my heirs, executors, administrators and assigns, I hereby assume all risk of personal injury, disability or death. The word "damages" includes, but is not limited to, the incurring of physical and emotional

injury of any kind, loss of physical function, ability or capacity, medical expenses, lost wages or income, loss of consortium and any other compensatory damage.

- _____11. On behalf of myself, my heirs, executors, administrators and assigns, I hereby waive, release and discharge CGW and Downrange Inc and 96 Airport Road LLC (CGW's Landlord) and their affiliates, and each of their officers, directors, owners (members), managers, employees, agents, successors and assigns ("Released Parties") from any and all claims, demands, actions or lawsuits seeking damages on account of any personal injury, disability or death occurring to myself or anyone else, caused in whole or in part or alleged to be so caused by the negligence of any of the Released Parties or caused by anyone else.
- _____12. On behalf of myself, my heirs, executors, administrators and assigns, I hereby agree to indemnify and defend the Released Parties from any and all claims, demands, actions or lawsuits for any personal injury, disability or death occurring to myself or any other person which result entirely or in part from the actions, failure to act, or negligence of myself, my guests or minors for whom I am responsible.
- _____13. I agree that this Adult Release, Assumption of Risk and Indemnity Agreement shall be interpreted per Massachusetts law and that any dispute shall be resolved exclusively in the federal or state courts located in the State of Massachusetts.
- _____14. Membership in the CGW Training Facility will be available to persons who are legally able to possess a firearm. CGW Members must be in compliance at all times with all federal, state and local laws and regulations concerning ownership and handling of firearms. Membership will be granted, and may be revoked, at the sole discretion of CGW.
- _____15. I certify as follows:
- a. I am not currently on any drugs or medications that have the possibility of impairing my coordination or judgment.
 - b. I am not currently and have never been the subject of a criminal or any other proceeding that prevents me from legally owning, handling or possessing firearms under Massachusetts or Federal law;
 - c. that I can lawfully own, handle and possess a firearm; and,
 - d. that all information given in this Application is true and correct to the best of my knowledge,
 - e. I understand that providing incorrect information on this form may result in civil or criminal sanctions against me.
- _____16. I am NOT an unlawful user of, or addicted to, marijuana or any depressant, stimulant, or narcotic drug, prescription or otherwise, or any other controlled substance. I further agree that I will not smoke, take, ingest, or otherwise use any drug, prescription or otherwise, that may impair my abilities, either physical, emotional or mental, before or during participation in any activity at CGW.
- _____17. I am currently not using, on, or addicted to any drug, prescription or otherwise. I understand that any drug use that may impair any physical or mental ability is strictly prohibited, and use of any drug, prescription or otherwise will result in my immediate expulsion from the facility and revocation of my range membership, and that any such expulsion and revocation are FINAL.
- _____18. In the event I bring a minor to CGW, the referenced Guardian's Release, Assumption of Risk and Indemnity Agreement has been signed by the minor's legal guardian.
- _____19. I recognize the safety of everyone at CGW is my responsibility and I agree not to cause harm to myself or others at CGW.
- _____20. I recognize that if I do anything while using the Facilities (including in any of the parking areas of the Facility) to in any way intentionally cause personal injury (including death) to myself or that may intentionally or negligently cause personal injury (including death) to any third party or any property owned by any third party (including CGW), CGW shall have the right to bring a claim against me and/or my heirs, executors, administrators and assigns to recover damage cause both to any property of CGW and to the business of CGW as a result of such acts.
- _____21. **GRANT OF PERMISSION TO TAKE PHOTOGRAPHS, FILM, DIGITAL VIDEO TAPE OR OTHER RECORDING MEDIUM, IMAGES AND PERSONAL AUDIO:** I hereby grant permission to CGW and their employees and agents to take and use photographs, film, digital video tape or other recording medium and visual/audio images of myself or my child for any legal purpose. Visual/audio images include any type of recording, including but not limited to photographs, digital images, drawings, renderings, voices, sounds, video

recordings, audio clips or accompanying written descriptions. I waive my and my child's rights to inspect or approve finished images or electronic matter prior to publication and waive any and all compensation or other remuneration for their use. I further agree that while I am allowed to take and use photographs, film, digital video tape or other recording medium and visual/audio images, I agree that I will not portray CGW and/or any of employees in an unfavorable light. I further agree that I will use said images and video only for personal use and that commercial use of such images and video is prohibited. I agree that any use of said photos or video in a manner not approved by CGW shall be removed from whatever forum, publication, or manner at the request of CGW and that the cost of any potential action arising from said use shall be my sole cost.

_____22. I understand that there may be minor changes and additions to the Range Safety Rules, and I agree to abide by any changes to said Range Safety Rules. I understand that it is my duty to stay informed of any posted changes to the Range Safety Rules, and that violation of a Rule based on a lack of knowledge of a change still constitutes a Rule violation, and is subject to any of the prior enumerated penalties.

I hereby verify and confirm that I, the actual signer of this Agreement, am an adult over the age of 18 years, that I have read and initialed each of the above terms and conditions, that I understand everything set forth above and that I have knowingly given up substantial legal rights by signing below, which I do voluntarily.

SIGNATURE: _____

PRINT FULL NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE HOME: _____ MOBILE _____

EMAIL ADDRESS: _____

DATE: _____ BIRTHDATE _____