

## **Waiver and Release of Liability**

**This WAIVER AND RELEASE OF LIABILITY (“Waiver”) is effective as to use of the Premises, operated by Shooting Park Operations, LLC (the “Company”).**

**Participant agrees as follows:**

- 1. Participant. “Participant” is any individual using or accessing the Premises for any purpose, including but not limited to participation in or observation of shooting sports, archery, fishing, dog training or other activities. Participant also includes parent, guardian, or legal adult executing this Waiver. Each Participant agrees to be bound by all terms and provisions of this Waiver including, but not limited to, the release and indemnification of Releasees.**
- 2. Releasees. “Releasees” refers to all of Company, Hornady Manufacturing Company, the City of Grand Island, and their parent companies, subsidiaries, political subdivisions, and other affiliates, as well as their owners, shareholders, managers, partners, members, officers, directors, agents, authorized representatives, employees, contractors, attorneys, and/or insurers.**
- 3. Premises. “Premises” refers to all of the facilities, equipment, real estate and spaces of Heartland Public Shooting Park, including those located at 6788 W Husker Hwy, Alda, Nebraska 68810.**
- 4. Access to and Use of Premises. Company provides Premises for use by Participants during operational hours, or at other times specifically allowed by Company. Access and use may be modified or eliminated at any time, at the sole discretion of Company. Execution of this Waiver is a condition for access to and use of Premises. Participant desires to access and use Premises, and therefore voluntarily agrees to all terms of this Waiver.**
- 5. Risk of Injury; Voluntary and Personal Nature of Participant’s Access and Use. Participant understands and agrees that access to and use of Premises involves an inherent danger and risk of personal injury and death to Participant and to other persons. Participant understands, knows and agrees that access to and spectating or using firearms, archery equipment or other activities on Premises involves an inherent danger and risk of personal injury and death to Participant and to other persons. Recognizing such risks, Participant hereby elects to voluntarily access and use Premises, including to spectate or participate in**

shooting sports, archery, fishing, dog training or other activities. Participant further understands and agrees that: (a) Company does not require Participant to access or use Premises or to otherwise participate in any activity, (b) that Participant's access to and use of Premises is a personal and voluntary decision of Participant, and (c) that Participant's observation of or participation in any activities is a personal and voluntary decision of Participant.

**6. Waiver and Release of Claims.** Having acknowledged the inherent risks, Participant assumes full responsibility for any risks of loss, property damage, or personal injury, including death, that Participant, Participant's property, other persons, the property of other persons, or the property of other entities may sustain as a result of Participant's access to or use of Premises, including any negligent act of Releasees, which includes, but is not limited to, negligent rescue operations. Participant hereby releases, waives, holds harmless, and discharges Releasees from any and all liability, claims, liens, suits, losses, fines, demands, actions, and causes of action of any kind or nature arising out of or related to any loss, damage, or injury, including death, that Participant, Participant's property, other persons, the property of other persons, or the property of other entities may sustain as a result of Participant's access to or use of Premises, or is in any way connected to such access or use, including any negligent act of Releasees, which includes, but is not limited to, negligent rescue operations. Participant further covenants not to sue Releasees for any claim released herein. Nothing herein purports to release any claims against Releasees for gross negligence or willful and wanton misconduct of Releasees.

**7. Indemnification.** Participant covenants and agrees to indemnify and hold harmless Releasees from and against all liability for any and all claims, liens, suits, losses, fines, demands, actions for damages, injuries to persons including death, property damage, expenses, or costs, including attorneys' fees and court costs, which Releasees may incur arising out of or related to Participant's access to or use of Premises, or any negligent act of Releasees arising from the same, including any negligent rescue operations.

**8. Use of likeness.** Participant acknowledges that all types of photographic, video or audio of Participant and others using Premises may be taken and used by Company or others, including for promotional and other purposes.

**Participant consents to such uses, and waives any claims for compensation and any claims of damages for use or misuse, including waiving any privacy claims to such uses.**

**9. Forum Selection. Any action or proceeding relating to use of Premises or relating to this Waiver shall be brought only in a state or federal court located in Hall County, Nebraska or Lancaster County, Nebraska. Participant hereby irrevocably submits to the exclusive jurisdiction of such courts and waives any objections based upon lack of jurisdiction or inconvenient or improper forum.**

**10. Binding Agreement. Participant intends that this Waiver extends to, and is binding upon, Participant and Participant's agents, family members, partners, spouse, heirs, assigns, personal representatives, and any other person or entity acting on Participant's behalf, and is deemed to be a release, waiver, discharge, and covenant not to sue Releasees.**

**11. Voluntary and Knowing Execution. Participant has read and fully understands this Waiver. Participant is giving up substantial rights by voluntarily signing it. Participant has executed this Waiver of Participant's own free will and accord and authorizes that it be retained in**

**Company's records.**

**I, THE UNDERSIGNED PARTICIPANT, HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTE THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENTS.**