

*For Moore County Wildlife and Conservation Club use only*

**Activity Date:**

**Activity Time:**

**Activity Type:**

## **GUEST RELEASE/WAIVER/INDEMNIFICATION/AUTHORIZATION FORM**

**MCWCC MEMBER (& MBR #) RESPONSIBLE FOR GUEST:**

**FULL LEGAL NAME OF GUEST/PARTICIPANT:**

**GUEST/PARTICIPANT ADDRESS:**

**CITY, STATE, ZIP:**

**PHONE:**

**EMAIL:**

**NAME OF Emergency Contact:**

**Phone of Contact Person:**

### **Activity Participation Acknowledgement**

I, the undersigned, by signing this form (the "Waiver"), hereby acknowledge that I am participating in an activity identified above (hereafter, "Activity"<sup>1</sup>) for which **Moore County Wildlife and Conservation Club, Inc.**, a North Carolina non-profit corporation (hereafter "MCWCC"), will furnish facilities, personnel, equipment and/or services and which may involve the use of firearms, archery equipment and/or physical exercise, including without limitation, target shooting (with rifles, pistols, shotguns, crossbows, bows or other weapons), hunting, hiking, land navigation, boating and similar outdoor activities. By signing this waiver, I certify that I am in good health and physical condition and do not suffer from any disability which would prevent my participation in the Activity. I agree to abide by any decision of MCWCC, its employees, organizers, volunteers, directors, representatives, agents and/or officers, (collectively, the "MCWCC Parties") regarding my ability to safely participate in the Activity, which shall include my general use of the facilities and equipment, as well as interaction with MCWCC Parties. I also agree and acknowledge that my participating in the Activity may be terminated immediately, if any of the MCWCC Parties, believe, in their sole discretion, that I am unable to complete the Activity for any reason or that I am under the influence of alcohol or drugs.

### **Risk Acknowledgement, Indemnity and Release**

I fully understand that I may injure myself, or suffer injury, as a result of my participation in the Activity and that certain injuries may result in death or permanent physical disability. In consideration of my participation in the Activity, I hereby assume all risks, known and unknown, associated with participation in the Activity including, but not limited to, any injuries resulting from firearms, archery equipment, other weapons, falls, contact with other participants, and the conditions of MCWCC facilities, Activity sites and equipment, to include bodily injuries, permanent disabilities and death. To the fullest extent permitted by law, I hereby agree to indemnify and hold harmless and defend the MCWCC Parties (a.k.a. the "Indemnified Parties) from and against any and all claims, losses, damages, expenses and other liabilities (including, but not limited to, court costs, expert witness costs and attorney's fees) arising out of and/or resulting in whole or in part from my participation in the Activity. I for myself

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<sup>1</sup> The term "Activity" or "Activities" includes both the singular and the plural and includes BOTH the activity identified at the top of the form AND any other activity involving any Moore County Wildlife and Conservation Club, Inc. employees, organizers, volunteers, directors, representatives, agents and/or officers, as well as any facilities owned or leased by Moore County Wildlife and Conservation Club, Inc.

and anyone entitled to act on my behalf, including, but not limited to my heirs, assigns and successors, hereby RELEASE, WAIVE AND FOREVER DISCHARGE the Indemnified Parties from any and all claims, losses, damages, expenses and other liabilities of any kind arising out of my participation in the Activity even if such claims, losses, damages, expenses and/or other liabilities arise out of the negligence or carelessness on the part of any or all of the Indemnified Parties. Furthermore, I covenant not to sue and not to file any legal action, lawsuit or other petition for judicial determination of my rights with respect to claims I might otherwise have against the Indemnified Parties at any time, other than for specific willfully tortious act(s) and, in such case, only with respect to the specific person(s) whose willfully tortious act(s) injured me.

**Media Release**

I hereby grant and convey to MCWCC all right, title and interest I may have in any and all photographs, motion pictures, video recordings, and any other recordings made during or about the Activity, and MCWCC shall have the right to exploit such recordings throughout the universe, an unlimited number of times, in perpetuity by any and all means and media, no known or hereafter invented.

**Medical Emergencies**

I hereby give permission to the MCWCC Parties to contact emergency services for help, whether or not the MCWCC Parties have contacted my emergency contact, and give permission to a licensed physician or other licensed medical provider to provide proper treatment, including but not limited to hospitalization, injection, anesthesia and/or surgery. I hereby RELEASE, WAIVE AND FOREVER DISCHARGE the MCWCC Parties from any and all claims, liabilities, causes of action, damages, demands, judgments, executions, liens and costs whatsoever in law or equity, including, without limitation, liability for death or bodily injuries to any person or damage to any property resulting from any (i) claims made against medical providers of emergency services under this authorization, or (ii) against the MCWCC Parties for obtaining emergency medical services for me pursuant to this authorization and waiver.

**Venue/Jurisdiction/Severability**

This Waiver shall be governed and construed in accordance with the laws of the State of North Carolina, and any dispute that may later arise with respect to any term or provision of this Waiver shall be resolved in the General Court of Justice, Moore County, North Carolina, it being my clear intent to consent to such jurisdiction and venue. Should any portion of this Waiver require judicial interpretation, I agree that the Court or Tribunal construing the same shall not apply a presumption that terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the document. If any provision of this Waiver is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. By signing this Waiver, I agree that I have read it, that I understand its contents, and that I act voluntarily in executing it.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Your Signature

If you are under the age of 18, your parent or guardian must execute this form on your behalf.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Your Parent's or Guardian's Signature