



Scotia Gun Club

Waiver
RELEASE and USER OBLIGATIONS
Revision 17 Feb 2016
For Memberships

*Hnatiuk's Gun Range /
Scotia Gun Club*
1111 & 1107 Hwy 2
Lantz NS B2S 1M9

RELEASE, WAIVER AND INDEMNITY AGREEMENT IN RESPECT OF DAMAGES AND/OR INJURIES TO A USER OF HNATIUK'S HUNTING & FISHING LIMITED AND/OR SCOTIA GUN CLUB FACILITIES AND EQUIPMENT AND/OR DAMAGES SUFFERED BY A USER OF HNATIUK'S HUNTING & FISHING LIMITED AND/OR THE SCOTIA GUN CLUB FACILITIES AND EQUIPMENT

I hereby acknowledge that I am not under any prohibition from handling, possessing or using firearms and/or ammunition and/or prohibited devices of any nature.

(In other words, ask yourself if the police or a probation officer would be upset if you were here.)

**Be advised, that by law we make these records readily available to
ALL CANADIAN PUBLIC LAW ENFORCEMENT AGENCIES**

Important: This document will affect your legal rights and liabilities. Please read carefully before signing.

I, (print name - adult only) _____ (“USER”) including all minors that I am legally or ethically responsible as listed below, irrevocably agree as a condition precedent at all times to my presence upon or use, at any time, of any or all of the facilities of Hnatiuk's Hunting & Fishing Limited and/or Scotia Gun Club (“*Hnatiuk's and/or Scotia*”) including without limitation those facilities located at 1111 & 1107 Hwy 2 Lantz NS, B2S 1M9 and the parking facilities located in front of, in the vicinity of or around such location, and any location or facilities where any activity or function sponsored or held by *Hnatiuk's and/or Scotia* is located (collectively “the Facilities”), whether for my own purposes, as an invitee of *Hnatiuk's and/or Scotia* or as part of a function or activity whether or not such function or activity is sponsored, sanctioned or supported by *Hnatiuk's and/or Scotia*, to hereby make the acknowledgements and to grant the waiver and indemnity set out below, in addition to any other consideration which I may or may not have provided or agreed to provide to *Hnatiuk's and/or Scotia*:

In this document, the above USER is referred to as the USER or I.

FOR GOOD AND VALUABLE CONSIDERATION (THE RECEIPT, SUFFICIENCY AND ADEQUACY OF WHICH I DO HEREBY ACKNOWLEDGE) I, THE UNDERSIGNED USER FOR AND ON BEHALF OF MYSELF, AND FOR MY HEIRS, EXECUTORS AND ADMINISTRATORS, DO HEREBY:

A. ACKNOWLEDGE AND AFFIRM:

1. that the Facilities include shooting ranges where firearms may be legally discharged and may be discharged at any time that the Facilities are open or otherwise;
2. that firearms, ammunition and other paraphernalia related to firearms and the discharge thereof may be present on the Facilities at any time or at all times;
3. that the use of firearms, ammunition and other paraphernalia related to firearms and the discharge thereof is subject to certain inherent risks and hazards and that the use of firearms and the activities associated therewith is and are potentially dangerous;
4. that in entering upon or using the Facilities I do so at my sole and absolute risk, notwithstanding that I may or may not be familiar with any or all aspects of firearms, ammunition and other related paraphernalia, the discharge of firearms or the risks and hazards associated therewith;

5. that while on or using the Facilities I am absolutely and solely responsible for my own conduct, safety and well being as well as the conduct, safety and well being of any guest accompanying me (including without limitation any minor / child);

6. that engaging in or observing shooting activities exposes me to lead particles and other potentially harmful contaminants;

7. that the by products and emissions from the discharging of firearms are potentially toxic to me and that in particular lead particles which are emitted by the discharge of firearms is toxic to me and anyone accompanying me and that all persons who come into contact with such by products and emissions are at risk of incurring health problems;

8. that anyone under the age of 18 and pregnant women are at higher risk of incurring health problems from contact with the by products and emissions from the discharging of firearms;

9. that if I or anyone with me enters the shooting areas and moves beyond the designated firing line, I and such persons are at greater risk of injury or health problems;

10. that if I engage in shooting activities which involve shooting at points beyond the designated firing line, I assume all risk for myself and anyone accompanying me for any injury or harm that I or they suffer;

11. that while at *Hnatiuk's and/or Scotia* I will follow all warnings and instructions posted or given to me and I will practice safe shooting habits and behaviors to protect myself and those around me and minimize the risk of injury or harm to myself or others;

12. that it is USER's solely responsible to read and understand and that I have read, understood and agreed to execute this Release, Waiver and Indemnity Agreement as a condition to obtaining access to and use of the Facilities and the activities, services and facilities contained and provided therein.

13. That any photography, audio or video recording in any form, made, created or begun at the Facilities in whole or in part shall only be used by me, and shall only be for personal use; it shall not be posted, shown or in any way broadcast in any forum or media for commercial, artistic, creative, promotional educational or informative purposes without the express prior written permission of a Director or Officer of *Hnatiuk's and/or Scotia*

14. That under no circumstances is any photography, audio or video recording in any form made, created or begun at the Facilities in whole or in part to be used for any religious or political purpose in a public forum regardless of the intended use being what USER regards as 'personal use'.

B. WAIVE AND RELEASE *Hnatiuk's and/or Scotia* and its directors, officers, employees, volunteers, representatives and agents from any and all claims, demands, damages, actions and causes of action arising whether directly or indirectly from or in consequence of any and all losses, injury (**including loss of life**) and/or damage to the person and/or property of the USER suffered, sustained or incurred during, in connection with or as a result of my presence at or use of the Facilities, or while attending or participating in activity associated or connected with *Hnatiuk's and/or Scotia*, the Facilities or the directors, officers, employees, volunteers, representatives and agents of *Hnatiuk's and/or Scotia*, due to any cause whatsoever including without limitation the negligence, gross negligence or willful misconduct of *Hnatiuk's and/or Scotia*, its directors, officers, employees, volunteers, representatives, clients, customers, suppliers, members or agents. AND ON BEHALF OF MYSELF, I HEREBY WAIVE ANY AND ALL CLAIMS against *Hnatiuk's and/or Scotia* and its directors, officers, employees, volunteers, representatives and agents for damages, costs and expenses (including legal expenses) which I may have, sustain or incur in connection with or arising directly or indirectly in any way from my presence at or use of the Facilities, or while attending or participating in activity associated or connected with *Hnatiuk's and/or Scotia* including, without limitation, all damages, costs and expenses arising from: (a) the provision of services of any kind including but not limited to provision of firearms and ammunition and the loading and discharge thereof; and (b) the provision of insurance or lack thereof;

C. ASSIGNMENT AND INDEMNITY

1. USER hereby wholly and irrevocably assigns to ***Hnatiuk's and/or Scotia*** all rights, including statutory or common-law copyright, associated with any photography, audio or video recording in any form made created or begun at the Facilities that is for any reason posted, shown or in any way broadcast in any forum or media for commercial, artistic, creative, promotional, educational or informative purposes without the express written prior permission of a Director or Officer of ***Hnatiuk's and/or Scotia***.

2. USER hereby agrees to indemnify ***Hnatiuk's and/or Scotia***, its directors, officers, agents, employees and assigns against any and all costs, expenses, damages and other losses arising in any way out of the posting or broadcast of any photography, audio or video recording in any form made created or begun at the Facilities.

D. **INDEMNIFY** and agree to promptly indemnify and hold ***Hnatiuk's and/or Scotia*** and its directors, officers, employees, volunteers, representatives and agents harmless from and against any and all liabilities, claims, demands, actions, causes of action, judgments (including judgments for costs), costs or expenses (including legal expenses) which ***Hnatiuk's and/or Scotia*** or its directors, officers, employees, volunteers, representatives or agents may suffer, sustain or incur as a direct or indirect result of any act or omission of any nature or kind whatsoever of the USER or any guest or invitee of the USER.

I acknowledge that the execution and delivery of this Release Waiver and Indemnity Agreement is required as a condition precedent of ***Hnatiuk's and/or Scotia*** granting access to the facility and use thereof. I further acknowledge and agree that ***Hnatiuk's and/or Scotia*** reserves the right not to proceed with granting access or to otherwise discontinuing access at any time.

I warrant and represent to *Hnatiuk's and/or Scotia* that I have authority to sign this Release, Waiver and Indemnity Agreement on behalf of heirs, my executors, administrators and myself.

I HEREBY COVENANT AND AGREE TO PROMPTLY INDEMNIFY AND SAVE HARMLESS *Hnatiuk's and/or Scotia* and its directors, officers, employees, volunteers, representatives and agents from any and all claims, damages, demands, actions, causes of action and judgments (including judgments for costs) which may be advanced by or on behalf of and or awarded to or for the benefit of myself as a result of or in any way arising from *Hnatiuk's and/or Scotia* granting access to the Facilities together with all costs of defending any such claim, demand and/or action including all legal fees and disbursements (and taxes thereon). If any part of this document shall be unenforceable, the portion, which is unenforceable, shall be severed and the balance of this document shall remain in full force and effect. Without limiting the generality of the foregoing, if the Release on behalf of myself and/or my minor child shall be deemed to be unenforceable, the aforesaid Indemnities shall nevertheless remain in full force and effect.

I HAVE READ THIS RELEASE WAIVER AND INDEMNITY AGREEMENT PRIOR TO SIGNING IT AND I UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM AFFECTING THE LEGAL RIGHTS OF MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS AND MY NEXT OF KIN. I ACKNOWLEDGE THAT A COPY OF THIS DOCUMENT WILL BE MADE AVAILABLE TO ME IF I REQUEST.

The USER is further obliged to follow the directions, orders, range safety rules and facility etiquette polices as posted in and around the facility and as verbally and visually expressed by the employees and volunteers of Hnatiuk's and/or Scotia at ALL Times.

Information collected on this form shall be treated as confidential and will only be stored as required by law, but may be released solely at Hnatiuk's and/or Scotia discretion to police or other authorities. We will not sell or give your information to a commercial third party unless required by law.

The User agrees any dispute related to this document, and to the User's or any minor child's attendance at the Facility shall be exclusively governed by the laws of the Province of Nova Scotia and applicable federal laws of Canada, and the User hereby irrevocably attorns to the jurisdiction of the Courts of Nova Scotia.

I have read this wavier including Parts A;B;C;D		Signature of STAFF _____ Date: _____
Signature: _____		Printed Name of STAFF Witness _____
Phone Number: _____		
ID Type	_____	
ID Number	_____	
Family Details	Spouse Name: _____ Spouse Signature: _____ Minor Child's name: _____ Minor Child's name: _____ Minor Child's name: _____ Minor Child's name: _____	Those names listed on the left are of the minors that you are responsible for and authorize to participate in the activities conducted by or on behalf of HNATIUK'S HUNTING & FISHING LIMITED AND/OR SCOTIA GUN CLUB.

Administration use only:

Date: _____ _____	Watched Membership Video & Safety Briefed by Range Officer: _____ Print Name: Range Officer: _____ Signature	Range Officer Cell Phone #: _____
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