

**The Shooting Academy
At Nemaocolin Woodlands Resort & Spa**

1. I have read the Shooting Academy's Rules and Regulations and agree to conform to, abide by, and be bound by those rules and regulations as well as Nemaocolin Woodlands Resort and Spa's Rules and Regulations as they may be posted or presented by Nemaocolin Personnel. Failure to comply with such rules and regulations may result in the denial of my right to participate in activities at the Shooting Academy and may result in my removal from the Shooting Academy.
2. I am allowed to possess a firearm and am in compliance with all federal firearm regulations.
3. I, releasor, intending to be legally bound and in consideration for being permitted to participate in activities at the Shooting Academy at Nemaocolin Woodlands Resort and Spa (the "Activity") do for myself, my spouse, children, heirs, executors, administrators, insurers and assigns, do release, waive and forever discharge Nemaocolin Woodlands Inc. d/b/a Nemaocolin Woodlands Resort and Spa, 84 Lumber Company, L.P., their officers, employees, representatives, parent companies, affiliates, subsidiaries, insurers, successors and assigns, as well as the manufacturers and distributors of any equipment used in the Activity (the "Releasees"), from any and every claim, demand, action or right or action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting from, or to result from, my participation in the Activity or any activities in connection with the Activity, whether caused by the negligence, including gross negligence, of Releasees or not.
4. I agree to indemnify and hold harmless the Releasees from any injury, loss, liability, damage or cost Releasees may incur due to my participation in the Activity, whether or not caused by the negligence, including gross negligence, of Releasees or otherwise.
5. I assume full responsibility for the risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise while in or upon Nemaocolin Woodlands Resort and Spa and/or the Shooting Academy and while participating in the Activity.
6. I agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania, and that if any portion of this agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.
7. This release, waiver and indemnity agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
8. I hereby consent and agree to the exclusive personal jurisdiction and venue of the Court of Common Pleas of Fayette County, Pennsylvania with respect to any legal action or proceeding arising out of or relating to the Activity. Each party hereby waives all rights it has or which may hereafter arise to contest such exclusive jurisdiction or venue of the Court of Common Pleas of Fayette County, Pennsylvania.
9. I am of legal age and fully competent, and I have carefully read the foregoing waiver, release and indemnity agreement and I understand the contents of the same. If I am not of legal age, my parent or legal guardian has fully read the foregoing waiver, release and indemnity agreement and understands it and understands that I am fully bound by their signature.

PLEASE READ BEFORE SIGNING.

DATE ____/____/____

PRINT NAME: _____ SIGNATURE: _____

ADDRESS: _____ PHONE: () _____

CITY: _____ STATE: _____ ZIP: _____

NCSA CLASS: _____
