

# Waiver of Liability and Assumption of Risk Agreement

## Use of Premises

### WAIVER

In consideration of my use of the premises of Northern Dutchess Rod and Gun Club, hereinafter NDRGC, I for myself, my heirs, personal representative or assigns, **do hereby release, waive, discharge, and covenant not to sue** NDRGC, its trustees, directors, officers, employees and agents from/for liability **from any and all claims including negligence** of releasees or others resulting in personal injury, accidents, or illnesses (including death) and property loss arising from use of premises.

### ASSUMPTION OF RISK:

Participating in any NDRGC related activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I have read the previous paragraph and I know and understand and appreciate these and other risks are inherent in the activity I am participating in. **I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**INDEMNIFICATION AND HOLD HARMLESS:** I also agree to indemnify and hold harmless NDRGC its trustees, directors, officers, employees and agents from any and all claims, actions, suits, costs, expenses, damages and liabilities including attorney fees as a result of this use of premises.

### SEVERABILITY:

The undersigned further expressly agrees that the forgoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the state of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue with full legal force and effect.

**MEMBER SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_