

## **RELEASE AND HOLD HARMLESS AGREEMENT**

In consideration for participating in club activity sponsored or organized by the **Port Malabar Rifle and Pistol Club, Inc.**, the undersigned Participant **HEREBY AGREES TO WAIVE, RELEASE, DISCHARGE, AND HOLD HARMLESS** the Port Malabar Rifle and Pistol Club, Inc. from any and all claims for damages for death, personal injury, or property damage which they may have or which they may hereafter accrue as a result of participation in any Port Malabar Rifle and Pistol Club, Inc. program or related activity and events including, but not limited to unorganized practice, organized practice, training and instruction and organized shooting events.

By signing this Release and Hold Harmless Agreement, the undersigned recognizes that the sport of rifle, pistol, and shotgun shooting or related activities present certain inherent dangers that cannot be eliminated even by the exercise of reasonable care. As such, the undersigned Participant hereby expressly assumes the risk that is inherent to the sport of rifle, pistol, and shotgun shooting.

As a requisite condition to the Participant being allowed to attend and participate in any Port Malabar Rifle and Pistol Club, Inc. sponsored event or trip, the undersigned Participant hereby acknowledges that the State of Florida has the most significant relationship with the parties to this Agreement rather than the destination state or providence. As such, the parties hereto expressly agree to Florida as the Choice of Law and Choice of Forum to any claim, suit, or controversy that may arise by and between the parties or any of its related affiliates, and further agree that any action, suit, or claim made by the Participant *must* be brought in the State of Florida as the proper Venue having exclusive subject matter jurisdiction to any such claim, demand, or suit. To effectuate this expressed Choice of Law, Choice of Forum and Venue provision, the undersigned hereby agrees that the state or providence where the injury or cause of action arose shall *not* have either subject matter jurisdiction or *in personam* jurisdiction over the parties hereto.

By signing this Release and Hold Harmless Agreement, the undersigned Participant **assumes the risk** inherent to rifle, pistol, and shotgun shooting, and thereby consents to the Participant's participation in Port Malabar Rifle and Pistol Club, Inc. programs and related activities, and further acknowledge that he/she understands that all risks, whether known or unknown, are expressly assumed by the undersigned, and that all claims, whether known or unknown, are expressly waived in advance.

In addition to the foregoing, the undersigned Participant hereby expressly agrees and recognizes that the Port Malabar Rifle and Pistol Club, Inc., through its individual Match Directors, Match Chairmen, Range Officers, judges and referees, officers, directors, agents, individuals or entities perform *volunteer services*, and as such, said entities and/or individuals are immune from liability as volunteer leaders, assistants, and organizers.

### **Mandatory Binding Arbitration:**

In further consideration for being allowed to participate in any activities sponsored by the Port Malabar Rifle and Pistol Club, Inc. the undersigned Participant recognizes and agrees that this contract involves interstate commerce which is necessarily controlled by the **Federal Arbitration Act (9 USC § 2)**, and therefore, pursuant to the **Federal Arbitration Act (FAA)** as well as the **Florida Arbitration Act (Florida Statutes § 682.02)** hereby agree to submit to binding arbitration any and all claims, demands, suits, or other disputes that may arise out of this contract, or that may be presented by or on behalf of the Participant for resolution under the Commercial Rules of the American Arbitration Association with the initial filing fees thereof to be paid by the party filing the Demand for Arbitration subject to the schedule of fees then in effect at the time of the filing of a Demand with the American Arbitration Association.

***I HAVE READ THE FOREGOING TERMS AND CONDITIONS AND AGREE TO BE BOUND BY ALL OF THE CONDITIONS SET FORTH ABOVE.***

---

Printed Name of Participant

---

Signature of Participant

---

Date