

**ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY
[“AGREEMENT”]**

I, _____, hereby acknowledge that I have voluntarily requested to continue my membership with the Pointer Fish and Game Club, Inc., with the intention of entering onto properties [“Ranges”] owned or maintained by the Pointer Fish and Game Club, Inc. [“Pointers”]. The Ranges include property in Bedford, New Hampshire and on the boundary of Goffstown and Dunbarton, New Hampshire. This Agreement is intended to apply to both of these properties as well as any other properties acquired and/or maintained by Pointers for use of its members during my membership with Pointers. The Ranges include, but are not limited to, pistol, rifle, shotgun and archery ranges, clubhouse, kitchen, horse shoe pits, undeveloped land for hunting, fishing and camping, and other uses and amenities.

I ACKNOWLEDGE AND UNDERSTAND THAT SHOOTING ACTIVITIES ARE INHERENTLY DANGEROUS and involve both known and unanticipated risks which could result in damage or destruction of property, physical injury, including paralysis and death, and emotional injury to myself or to other persons. The risks include, but are not limited to: being shot by others; shooting myself; firearm failure; ammunition exploding; partial or total loss of eyesight or hearing; inhalation or other harmful contact with a variety of substances including lead and other heavy metals or other contaminants; and being struck by arrows, other flying objects or falling objects, including, but not limited to, clay shotgun targets and fly fishing equipment.

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT Pointers has no duty to undertake first-aid or rescue operations, to have on-site first-aid materials or equipment, or to have first-aid or rescue procedures in place, and that any attempt at providing or undertaking such operations or procedures may result in compounding or increasing the damages or injuries to myself should I be injured. I further acknowledge that to the extent there are any first-aid materials or equipment on site their presence does not create a duty that they will be adequate, up-to-date or function as expected and I shall have no reliance on their presence for my safety whatsoever.

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT: Pointers makes no warranties as to the design, manufacture, maintenance, condition or fitness for any particular purpose of the Ranges or any and all equipment or facilities thereon; and the Ranges are not maintained as commercial or residential property and are rustic in nature with limited or no maintenance.

AS LAWFUL CONSIDERATION FOR REMAINING A MEMBER OF POINTERS AND BEING PERMITTED TO ENTER ONTO THE RANGES I AGREE AS FOLLOWS:

I EXPRESSLY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS IN ENTERING ON TO THE RANGES AND IN BEING AT THE RANGES DURING THE ENTIRETY OF MY MEMBERSHIP WITH POINTERS.

I AGREE that I, my next of kin, heirs, guardians, representatives, insurers and assigns HEREBY RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS, AND AGREE NOT TO SUE POINTERS AND ANYONE ACTING ON BEHALF OF POINTERS, including any and all officers, directors, committees, attorneys, agents, employees, contractors, volunteers, members, and all other affiliated individuals or organizations, for any and all claims, demands, damages, expenses, causes of action, attachments of property, subrogation claims or any other kind of liability of any kind whatsoever, that I, my next of kin, heirs, guardians, representatives or assigns may have for property damages, personal injury or death resulting from my entering the Ranges or being at the Ranges, even if such claims, demands, damages, expenses, causes of action, or liability results partially or wholly from any and all acts or failures to act, **even if one or more act or omission is negligent or careless or otherwise unreasonable.**

Signature: _____; Date _____; page 1 of 2

I ACKNOWLEDGE AND AGREE that this Agreement shall be interpreted and enforced under the laws of the State of New Hampshire, and that venue for any action or proceeding relating to this Agreement shall be in the State of New Hampshire, without regard for the conflict of law rules of the State of New Hampshire.

I FURTHER ACKNOWLEDGE AND AGREE that this Agreement is intended to be as broad and inclusive as permitted by law to hold Pointers, including anyone acting on Pointers' behalf, harmless for any possible harm to myself and my property while I am entering the Ranges or at the Ranges, and that if any provision or portion is held to be invalid, void or otherwise unenforceable, I agree and intend that the remaining provisions or portion shall continue to remain in full legal force and effect.

I FURTHER ACKNOWLEDGE AND AGREE that a digitally scanned copy of this Agreement shall have the same force and effect as the original executed Agreement, including being admissible as would the original in court.

I FURTHER ACKNOWLEDGE AND AGREE that this executed Agreement shall be binding for the entire duration of my membership with Pointers, and that I cannot be a member of Pointers without this executed Agreement being in full force during that membership.

I HAVE CAREFULLY READ this "Acknowledgement of Risk and Release of Liability" agreement and fully know its contents. I have had a full and fair opportunity to discuss and review this Agreement with anyone of my choice including any attorney of my choice. I acknowledge that no other inducement, assurance or guarantee has been made to me in consideration of my executing/signing this Agreement. I am voluntarily signing this Agreement of my own free will.

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP SUBSTANTIAL RIGHTS AND THAT I AM AGREEING NOT TO SUE POINTERS, INCLUDING ANYONE ACTING ON BEHALF OF POINTERS, FOR ANY HARM TO MYSELF OR MY PROPERTY WHILE ENTERING OR AT THE RANGES FOR THE DURATION OF MY MEMBERSHIP WITH POINTERS.

Signed on _____, at _____, New Hampshire

Signature: _____; page 2 of 2

Printed Name: _____

Address: _____

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