



Acknowledgment of Risk, Release & Indemnity Agreement (“Agreement”)

I, _____, here by acknowledge that I have voluntarily applied to enter into and to engage in or to observe shooting and other activities at **Buds TN, LLC (Range)**. I further acknowledge and understand that **“shooting and other activities”** include any and all activities of any kind whatsoever in which I engage or observe while at the Range, whether sponsored by **Buds TN, LLC**. Or not.

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 and physical or emotional injury, including paralysis or death, of myself or of other persons. The risks include, but are not limited to: being shot by or shooting myself or others; partial or total loss of eyesight or hearing; inhalation or other harmful contact with lead or other contaminants; and being struck by flying or falling objects. I understand that such risks cannot be eliminated without compromising the essential qualities of shooting activities.

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the nature and condition of the **RANGE** facilities, premises, and environment is such that both known and unanticipated hazards exist which create or contribute to both known and unanticipated risks inherent in entering on the **RANGE**, in using **RANGE** facilities and in engaging in or observing any activities of any kind whatsoever while at the **RANGE**. The hazards include, but are not limited to: Slipping, falling, inhalation of contaminants, contact with hot brass, lead, and other metals, contact with flying brass, lead and other metals, falling ceiling tiles, falling baffles, falling shooting trays, and falling shooting stalls. I understand that such hazards and risks cannot be eliminated without compromising the essential qualities of the **RANGE** facilities, equipment, premises and environment.

As lawful consideration for being permitted by **Buds TN, LLC**. to enter the **RANGE**, to use the **RANGE** facilities or equipment and to engage in or observe shooting and other activities at the **RANGE**, as either a **Member or a Guest**, I agree as follows:

I EXPRESSLY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS EXISTING ON THE RANGE AND IN ENTERING ON TO THE RANGE AND IN USING RANGE FACILITIES OR EQUIPMENT AND IN ENGAGING IN OR OBSERVING SHOOTING AND OTHER ACTIVITIES AT THE RANGE FOR MYSELF AND MY GUESTS.

I AGREE that I, my next of kin, heirs, guardians, representatives and assigns **HEREBY RELEASE AND FOREVER DISCHARGE AND ARE NOT TO SUE BUDS TN, LLC.** (I understand that “ **BUDS TN, LLC.**” includes any and all officers, directors, attorneys, agents, employees, contractors, volunteers, guests and affiliated individuals or organizations of **BUDS TN, LLC.**) from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, that I, my next of kin, heirs, guardians, representatives or assigns may have for property damage, personal injury or death resulting from **me or my Guests** entering the **RANGE**, using the **RANGE** facilities or equipment, or engaging in or observing shooting and other activities at the **RANGE**, even if such claims, demands, damages, expenses, cause of action, attachments of property, or liability result in partially or wholly from any act or acts, even any negligent act or omission to act, including negligent or omitted first-aid or rescue operations or procedures, by **BUDS TN, LLC.**

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

I FURTHER ACKNOWLEDGE AND AGREE that if I initiate litigation, a lawsuit, or court proceeding of any kind arising out of, sounding in, or related to, any activities covered by or mentioned in this Agreement, I will pay the **BUDS TN, LLC.** attorney’s fees, costs, and expenses resulting from such action.

I FURTHER ACKNOWLEDGE AND AGREE that it is my understanding and intent that this Agreement, and any signed written amendments or modifications to it, shall remain in full force and effect from the date of execution and ever after shall be applicable to each and every occasion that I or my Guests enter on to the **RANGE**, use **RANGE** facilities or equipment or engage in or observe shooting and other activities at the **RANGE**.

I have carefully read this **“Acknowledgment of Risk, Release & Indemnity Agreement”** and fully know its contents. I acknowledge that no other inducement, assurance or guarantee has been made to me in consideration of my signing the Agreement, which I sign voluntarily and of my own free will. I further acknowledge and agree that this Agreement may be amended or modified only by a writing signed by me and by an authorized agent of **BUDS TN, LLC.**

If I cause any damage to **BUDS TN, LLC.** Property, whether accidental, negligent, willful or otherwise, I will be removed from the range and/or facility, and suspended or terminated from **BUDS TN, LLC.** The individual responsible for the damage may be civilly liable or criminally prosecuted. **BUDS TN, LLC.** reserves the right to charge me the costs of such damage. Should court action be required to collect damages, I will also be liable for **BUDS TN, LLC.** attorney’s fees.

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I EXPRESSLY WARRANT THAT I HAVE READ EVERY WORD OF THIS AGREEMENT AND THAT I HAVE ENTERED INTO THE AGREEMENT OF MY OWN DESIRE,

I UNDERSTAND THAT BY MY SIGNATURE I AM GIVING UP SUBSTANTIAL RIGHTS, THAT I AM AGREEING NOT TO SUE BUDS TN, LLC. AND RELEASING AND HOLDING HARMLESS BUDS TN, LLC. OF ALL LIABILITY FOR ACTS OR OMISSIONS COVERED BY THIS AGREEMENT.

Date: _____, at BUDS TN, LLC. 2270 Two Rivers Blvd., Sevierville, Tennessee 37876

Name: _____ **Telephone:** _____

Address: _____ **Email:** _____

City: _____ **State/Zip:** _____

Signature: _____

Signature of Guardian if under 18: _____