

LINDEN CONSERVATION CLUB, INC.

MEMBERSHIP ASSUMPTION OF RISK, RELEASE & INDEMNITY AGREEMENT

I, _____ and _____, the undersigned, in consideration of being permitted to engage in recreational activities on or off properties or as a member of Linden Conservation Club, Inc. ("LCC"), 611 E 1300 S. Romney, IN 47981 (the "Premises"), the undersigned, along with the undersigned's heirs, executors, administrators, personal representatives, successors, and assigns (collectively, the "Undersigned") hereby acknowledge and agree to the following:

The Undersigned expressly assumes the risk of entering the Premises and taking part in activities on the land or in the buildings of the Premises, including, but not limited to: archery, fishing, handgun, rifle, and shotgun shooting, including the firing of live ammunition, observing individuals discharging firearms, competitions or games involving the above activities, and any other use of or activity on the Premises. The Undersigned acknowledges and understands the inherent hazards and risks involved in said activities, both known and unknown, which could result in damage or destruction of personal property and physical or emotional injury, including paralysis or death of the Undersigned or other persons. The risks include, but are not limited to: fatal and/or disabling injury from the use of firearms and/or archery equipment by the Undersigned or other individuals at LCC, the risk of drowning, partial or total loss of eyesight or hearing, inhalation or other harmful contact with lead or other contaminants, being struck by flying or falling objects; slippery, loose or falling soil or rocks; unimproved, unmaintained, or uneven terrain, walkways, steps, and roads; and injuries from reptiles, insects, or other animals in the environment. The Undersigned acknowledges that such hazards and risks, as well as others not mentioned herein, cannot be eliminated without compromising the essential qualities of the Premises, equipment, environment, and activities.

KNOWING THESE RISKS, THE UNDERSIGNED AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS EXISTING ON THE PREMISES.

THE UNDERSIGNED ALSO HEREBY AFFIRMS: (1) THAT HE/SHE IS NOT A FELON AND THAT HE/SHE IS PERMITTED UNDER THE LAW TO BE IN POSSESSION OF FIREARMS, (2) THAT IF HE/SHE IS A FELON OR OTHERWISE PROHIBITED BY LAW FROM POSSESSING FIREARMS, HE/SHE WILL NOT USE OR POSSESS A FIREARM ON LCC PREMISES, (3) THAT HE/SHE WILL NOT ENTER THE PREMISES UNDER THE INFLUENCE OF DRUGS OR ALCOHOL, AND (4) THAT BEFORE USING A FIREARM, HE/SHE IS OTHERWISE MENTALLY CAPABLE OF HANDLING AND FIRING A FIREARM.

The Undersigned further agrees to accept and assume sole responsibility and liability for any act or acts, including any negligent, reckless, or criminal act or omission to act, of the Undersigned's guests at the Premises. The Undersigned's "Guests" shall include any and all persons who are not members of LCC who enter the premises as a result of the Undersigned's invitation, permission, or consent.

The Undersigned further agrees to indemnify, hold harmless and defend LCC and any of its respective employees, directors, officers, agents, and volunteers (including their heirs, executors, trustees, and beneficiaries) from any and all fault, liabilities, costs (including costs of settlement or judgment, costs of court, and attorneys' fees), expenses, claims, demands, and lawsuits arising out of, related to, or connected with the activities or omissions of the Undersigned, the Undersigned's licensees, guests or invitees, occurring on the Premises or during activities related to LCC, including, but not limited to, each of those risks addressed herein.

The Undersigned hereby releases and forever discharges LCC and any of its respective employees, directors, officers, agents, and volunteers (including their heirs, executors, trustees, and beneficiaries) from any claims, demands, damages (including, but not limited to, consequential, incidental, compensatory, punitive and/or exemplary), expenses, causes of action, attachments of property or liability of any kind whatsoever that arise from property damage, personal or emotional injury, or death resulting in the Undersigned or the Undersigned's Guests entering on to the Premises or engaging in activities relating to LCC, even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability result partially or wholly from any act or acts, even any negligent act or omission to act including negligent or omitted first-aid or rescues operations or procedures by LCC or any of their respective employees, directors, officers, agents, or volunteers.

The Undersigned acknowledges and agrees that he/she has read, understands, and at all times will abide by all LCC rules and regulations, all rules or procedures applicable to any particular activity, the procedures, safety rules, and any and all instructions provided by LCC's directors, employees, or volunteers, whether communicated in writing, verbally, or posted at the Premises. The Undersigned further agrees that he/she will cause his/her Guests to abide by such rules and regulations as well. **IN ADDITION TO ALL OTHER APPLICABLE RULES, THE UNDERSIGNED AFFIRMS THAT HE/SHE, AND ALL GUESTS SHALL WEAR APPROPRIATE EAR AND EYE PROTECTION AT ALL TIMES WHEN PARTICIPATING IN OR OBSERVING SHOOTING ACTIVITIES.**

The Undersigned acknowledges that this Agreement shall be interpreted and enforced under the laws of the State of Indiana. The agreement is intended to be broad and all-inclusive as permitted by law. If any provision is held to be invalid, void, or otherwise unenforceable, the parties intend that such provision or portion shall remain applicable to the fullest extent permitted by law, and the remaining provisions or portion shall continue and remain in full force and effect. This Agreement shall remain in full force and effect in perpetuity beginning on the date of execution and shall be applicable to each and every occasion that the Undersigned or Guests enter on to the Premises or are engaged in activities related to LCC. If the Undersigned is a minor, a parent or legal guardian's signature agreeing to this Agreement as to such minor must accompany the signature of the Undersigned.

THE UNDERSIGNED ENTERS THIS AGREEMENT WILLINGLLY AND UNDERSTANDS THAT BY THIS SIGNATURE THE UNDERSIGNED WAIVES SUBSTANTIAL RIGHTS, AGREES TO FULL ACCEPTANCE OF THE TERMS OF THIS AGREEMENT, AND RELEASES AND HOLDS LCC HARMLESS FROM ALL LIABILITY.

MEMBER NUMBER

Signature of Member

Signature of Spouse/Domestic Partner

Printed

Printed

Dated: _____

Dated: _____