

5/14/13

*Cody Shooting Complex*  
**ACTIVITY AGREEMENT and  
LIABILITY WAIVER AND RELEASE  
OF ALL CLAIMS**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

CSC contact person: \_\_\_\_\_ telephone: \_\_\_\_\_

The foregoing party(ies) hereby agree to rent the premises located at the Cody Shooting Complex on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purpose of conducting the following event or activity:

\_\_\_\_\_  
\_\_\_\_\_.

The foregoing party(ies) agree to pay to the Cody Shooting Complex the sum of \$ \_\_\_\_\_ as a rental fee for the use of the Cody Shooting Complex for the foregoing event or activity, and agrees that said sum shall be due on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NOTICE TO PARTICIPANT: WYOMING STATUTE 1-1-123 STATES:**

(a) Any person who takes part in any sport or recreational opportunity assumes the inherent risks in that sport or recreational opportunity, whether those risks are known or unknown, and is legally responsible for any and all damage, injury or death to himself or other persons or property that results from the inherent risks in that sport or recreational opportunity.

(b) A provider of any sport or recreational opportunity is not required to eliminate, alter or control the inherent risks within the particular sport or recreational opportunity.

(c) Actions based upon negligence of the provider wherein the damage, injury or death is not the result of an inherent risk of the sport or recreational opportunity shall be preserved pursuant to W.S. 1-1-109.

By signing this agreement, waiver and release, the undersigned acknowledges that he/she is voluntarily participating in the foregoing event or recreational event or activity located at the Cody Shooting Complex, in Park County, Wyoming. Further, by signing this agreement, waiver and release, the undersigned acknowledges that by participating in the foregoing event or activity personal property damage and damage to a person, may occur, including bodily injury and death. The undersigned acknowledges that the Cody Shooting Complex, its owners, employees and agents cannot eliminate these inherent risks and agrees to accept these inherent risks freely and shall not hold the Cody Shooting Complex nor its members, owners, employees and agents responsible for any personal or bodily injury to its participants, or damage to personal property which may occur while participating in the foregoing event or activity at the Cody Shooting Complex, no matter what the cause may be.

By signing this agreement, waiver and release, the undersigned further acknowledges that participant is providing his/her own equipment for said event or activity and agrees to use and operate said equipment pursuant to the recommended operational guidelines. Any clay targets used for the participant's event will be paid by the participant at a price set by that particular venue manager. The undersigned shall be fully responsible for all damages caused to their own equipment from participation in said event or activity. Further, participant agrees to honor all rules and regulations of the Cody Shooting Complex while participating in said event or activity and shall be responsible for any damage caused to the Cody Shooting Complex property by participant while participating in said event or activity, and any damage to the Cody Shooting Complex property caused by a guest of participant. Participant agrees to pay a fifty dollar (\$50.00) cleaning deposit prior to said activity which may be returned after the activity is concluded if the facility is cleaned by the participant in a satisfactory manner.

The undersigned agrees to provide liability insurance to cover all persons which will be participate in said event, naming the Cody Shooting Complex as a secondary insured. All instructors at the event will be required to provide written proof of certification with a State or National organization, and the lead instructor for the event shall be present at all times during the event. All training companies and instructors must be approved annually by the Cody Shooting Complex board of directors.

The undersigned hereby waives, releases and forever discharges the Cody Shooting Complex and its owners, members, respective agents, employees, officers, directors and shareholders, from all claims, demands, actions, judgments and executions which the undersigned ever had, now has or may have in the future, or which the undersigned's heirs, executors, administrators or assigns may have in the future, or which they may claim to have against the Cody Shooting Complex, its respective successor or assigns, for all personal injuries, known or unknown, and all injuries to property, real or personal, caused by or arising out of foregoing event or activity.



THE UNDERSIGNED DOES FURTHER HEREBY DECLARE AND REPRESENT THAT NO PROMISE, INDUCEMENT OR AGREEMENT NOT HEREIN EXPRESSED HAS BEEN MADE TO THE UNDERSIGNED AND THAT THIS RELEASE CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND THAT THE TERMS OF THIS RELEASE ARE CONTRACTUAL AND NOT A MERE RECITAL.

Client \_\_\_\_\_ DATE: \_\_\_\_\_

DATE: \_\_\_\_\_  
Cody Shooting Complex, position \_\_\_\_\_

1. A written contract for the use of club buildings, ranges, or grounds for profit groups.
2. A rate of \$10.00 per student, plus expenses for ranges and targets. To be determined by the entity director.
3. A \$50.00 refundable cleaning deposit for the building, will be required. If building is suitably cleaned to the directors satisfaction, the deposit will be refunded.
4. Insurance will be required, and the CSC will be named as secondary on the policy. Additional insurance copy must be supplied by the insurance company.
5. All instructors will be required to show written proof of certification with a state or national organization. Instructors undergoing training in the class will be under the direction of the lead or appropriate instructor, who will be present when the trainee is instructing.
6. Trainers or training companies must be approved, annually by the board at the time of application.
7. All supplies, and training materials must be provided by the training company, but clay targets can be purchased from venue managers, at a price set by the venue manager.
8. One person, either a board member, or a member, or an officer, will be appointed as the contact person. That person will receive call, talk to appropriate venue managers, make all arrangements, and bring the proposal to the board for final determination.
9. The board of the CSC, reserves the right to refuse any entity from the use of our grounds and buildings, at any time for any reason.
10. No conflicts with scheduled activities. A written list of instructors and assistants, and what facilities are needed.
11. Several buildings maybe used for different classes at the same time.



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