

# Tallahassee Rifle & Pistol Club, Inc.

Post Office Box 7638  
Tallahassee, Florida 32314-7638  
850-421-3998  
secretary@trpc.net

## TRPC YOUTH PROGRAM **WAIVER OF LIABILITY**

The following WAIVER must be completed BEFORE entering TRPC property.

NAME OF JUVENILE			NAME OF PARENT OF JUVENILE	
STREET ADDRESS			HOME PHONE #	CELL PHONE #
CITY	STATE	ZIP		
BIRTHDATE				

### **AGREEMENT, RELEASE, INDEMNIFICATION, COVENANT NOT TO SUE, AND WAIVER OF LIABILITY** ***(PLEASE READ CAREFULLY BEFORE SIGNING)***

The undersigned agrees to abide by all Range Safety Rules, General Range and Club Rules, and Standing Rules of Tallahassee Rifle and Pistol Club, Inc., and the undersigned represents that he or she understands all of these rules, and was given the opportunity to ask for clarification of any of the rules before signing this Agreement. The undersigned understands that Tallahassee Rifle and Pistol Club, Inc. reserves the right to eject from the property and the premises any individual who violates any of the Range Safety Rules, General Range and Club Rules, and/or Standing Rules of Tallahassee Rifle and Pistol Club, Inc. or otherwise acts in any unsafe manner as determined by Tallahassee Rifle and Pistol Club, Inc. The undersigned agrees to peaceably leave the property and the premises of Tallahassee Rifle and Pistol Club, Inc. if so ejected.

The undersigned understands that any nonmember of Tallahassee Rifle and Pistol Club, Inc. who is not accompanied by a member of Tallahassee Rifle and Pistol Club, Inc. is trespassing, and subject to legal action. The undersigned further understands that trespassing with a firearm is a felony pursuant to the Florida Statutes. Additionally, the undersigned understands that any possession of a firearm by a person convicted of a felony or convicted of a misdemeanor crime of domestic violence is a serious crime prohibited by Federal law and/or Florida law, and that Tallahassee Rifle and Pistol Club, Inc. will cooperate fully with any and all Federal and State authorities with the investigation and prosecution of such crimes.

In consideration of the acceptance of my participation and/or the participation of my child or ward, directly or as a spectator, observer, range officer or safety officer, in any activity, class, lesson, competition, demonstration, use of any firearm range(s) and/or facilities, use of any air gun range(s) and/or facilities, use of any clay target range(s) and/or facilities, use of any action range(s) and/or facilities (including structures located thereon), use/rental of any firearm, use of the clubhouse, or any other use of any of the facilities whatsoever of Tallahassee Rifle and Pistol Club, Inc. (hereinafter, collectively, "Activity"), THE UNDERSIGNED AGREES TO ASSUME THE RISKS incidental to such participation and, on my own behalf, on behalf of my child or ward, and on behalf of my and my child's or ward's heirs, executors and administrators, I RELEASE, INDEMNIFY, HOLD HARMLESS, COVENANT NOT TO SUE, AND AND FOREVER DISCHARGE

the Released Parties defined below, of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my participation and/or the participation of my child or ward in any such Activity. The Released Parties are Tallahassee Rifle and Pistol Club, Inc; its members, shareholders, officers, directors, employees, range masters, volunteer workers, independent contractors, agents, representatives, attorneys, insurers, successors and assigns; and its parent, related, affiliated and subsidiary companies. The undersigned expressly understands that the Release, Indemnification, Covenant Not to Sue, and Waiver of Liability provisions of this Agreement clearly and unequivocally include and apply to any claims based on the negligence (whether active or passive), ownership of any dangerous instrumentality, ownership of the premises, action or inaction of or by any of the above Released Parties, including, but not limited to, claims for bodily injury, death and property damage or loss suffered by me, my child or ward as a result of such participation in any Activity. Additionally, the undersigned further agrees to indemnify and hold the Released Parties harmless from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my participation and/or the participation of my child or ward in any Activity which results in the personal injury or death of anyone whatsoever, or loss or damage to the property of anyone whatsoever (including the loss of use thereof).

This Agreement shall be governed by the laws of the State of Florida, and any legal action arising out of participation by myself, my child or ward in any Activity, or any litigation relating to the enforcement of this Agreement shall be commenced exclusively in either the Circuit Court of the Second Judicial Circuit in and for Leon County, Florida, or the County Court in and for Leon County, Florida, as appropriate.

In entering into this Agreement, I hereby grant the Released Parties a limited power of attorney and authorization to obtain, at my cost, any and all emergency medical treatment that may be needed by myself, my child or ward as a result of participation in any Activity. For the purposes of this Agreement, emergency medical treatment means medical care or treatment necessitated by a sudden, unexpected situation or occurrence resulting in a serious medical condition demanding immediate medical attention. However, I release, indemnify, hold harmless, covenant not to sue, and forever discharge the Released Parties of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with the exercise or the failure to exercise such limited power of attorney and authorization, whether negligent or otherwise.

I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by law, and that if any provision of this Agreement is held illegal, invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby, and such invalid part, term or provision shall not be deemed part of this Agreement. I further agree that any ambiguities in this Agreement shall not be construed in favor or against any party by virtue of that party having drafted the Agreement. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder shall not constitute any waiver of the right to pursue other available remedies.

I certify that I am eighteen (18) years of age or older and that I am entering into this Agreement on my behalf and/or as parent or guardian of a child or ward under the age of eighteen (18). I further certify that I have received permission from the parent or other legal guardian of any child or ward accompanying me (who is not my child or legal ward) to allow such child or ward to handle and discharge firearms, and that I am authorized to enter into this Agreement on their behalf. I expressly understand that the aforementioned Activity may include the discharge of firearms and the firing of live ammunition. **I agree that I (and any child or ward accompanying me) will wear appropriate eyesight and hearing protection at all times while on any firing range.** I further certify that I have completely read the foregoing and I expressly agree to all of the provisions of this Agreement.

_____	_____
PRINTED NAME OF JUVENILE	PRINTED NAME OF PARENT OR LEGAL GUARDIAN
_____	DATE: _____
SIGNATURE OF JUVENILE	SIGNATURE OF PARENT OR LEGAL GUARDIAN
NOTARY STAMP AND SIGNATURE:	

TRPC YOUTH PROGRAM

**APPOINTMENT OF A TEMPORARY GUARDIAN**

The following APPOINTMENT OF A TEMPORARY GUARDIAN must be completed BEFORE entering TRPC property.

In the event I cannot personally be present during competition, practice or instruction to take place at the Tallahassee Rifle and Pistol Club, Inc., or travel to or from said

event, I do hereby appoint \_\_\_\_\_ to act as guardian in my stead with full  
(PRINT NAME OF TEMPORARY GUARDIAN)

authority to act in all matters for the safety and well being of \_\_\_\_\_  
(PRINT NAME OF JUVENILE)

including, but not limited to authorization for any and all medical services that may be deemed necessary. This appointment shall remain in effect until revoked in writing.

\_\_\_\_\_  
(PRINTED NAME OF PARENT OR LEGAL GUARDIAN)

\_\_\_\_\_  
(HOME PHONE)

\_\_\_\_\_  
(CELL PHONE)

\_\_\_\_\_  
(SIGNATURE OF PARENT OR LEGAL GUARDIAN)

DATE: \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(STREET ADDRESS)

\_\_\_\_\_  
(STATE)

\_\_\_\_\_  
(ZIP)

**STATEMENT OF APPOINTED GUARDIAN**

I certify that I am able to legally possess firearms and ammunition under Federal, State and Local laws. I hereby accept guardianship of the above named juvenile in the absence of his/her parent or legal guardian while on the property of the Tallahassee Rifle and Pistol Club, Inc., or travel to or from said property.

**ACCEPTED**  
\_\_\_\_\_  
(PRINTED NAME OF TEMPORARY GUARDIAN)

\_\_\_\_\_  
(HOME PHONE)

\_\_\_\_\_  
(CELL PHONE)

\_\_\_\_\_  
(SIGNATURE OF TEMPORARY GUARDIAN)

DATE: \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(STREET ADDRESS)

\_\_\_\_\_  
(STATE)

\_\_\_\_\_  
(ZIP)

THIS FORM MUST BE FILLED OUT LEGIBLY AND COMPLETELY AND IT MUST BE NOTORIZED.

NOTARY:

DATE:

TRPC YOUTH PROGRAM

**CONSENT FOR POSSESSION OF A FIREARM BY A JUVENILE**

The following CONSENT FOR POSSESSION OF A FIREARM BY A JUVENILE must be completed BEFORE entering TRPC property.

To whom it may concern:

I \_\_\_\_\_ am the *parent* or *legal guardian* of  
(PRINT YOUR NAME ABOVE) (CIRCLE PARENT OR LEGAL GUARDIAN ABOVE)

of: \_\_\_\_\_  
(PRINT NAME OF JUVENILE ABOVE)

a juvenile whose date of birth is \_\_\_\_\_, 20\_\_\_\_. I certify that I am not prohibited by Federal, State or Local law from possessing a firearm or ammunition. I do hereby give my consent and permission for \_\_\_\_\_ to temporarily  
(PRINT NAME OF JUVENILE ABOVE)

possess a firearm and ammunition while participating in a lawful marksmanship competition or practice or other lawful recreational shooting activity at the Tallahassee Rifle & Pistol Club, Inc. (TRPC) I/we do understand the inherent dangers in competition and possession and use of firearms by ourselves and others, and do voluntarily assume all such risks and indemnify the TRPC, any of its employees or agents representing or related to TRPC as regards to this event on behalf of myself as parent or legal guardian, the juvenile named above and our heirs and/or next of kin from all liability in consideration for their permitting participation in said events.

\_\_\_\_\_  
(PRINTED NAME OF PARENT OR LEGAL GUARDIAN)

\_\_\_\_\_  
(HOME PHONE)

\_\_\_\_\_  
(CELL PHONE)

\_\_\_\_\_  
(SIGNATURE OF PARENT OR LEGAL GUARDIAN)

DATE: \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(STREET ADDRESS)

\_\_\_\_\_  
(STATE)

\_\_\_\_\_  
(ZIP)

THIS FORM MUST BE FILLED OUT LEGIBLY AND COMPLETELY AND IT MUST BE NOTORIZED.

NOTARY:

DATE: