



2603 Roemer Ave, Ottumwa, IA 52501  
641-682-0011 foxholegunrange.com

## **HOLD HARMLESS AGREEMENT FORM**

### **FOXHOLE LLC & FOXHOLE LLC LEAGUE**

#### **ACKNOWLEDGMENT OF RISK, RELEASE & INDEMNITY AGREEMENT**

1. I hereby acknowledge that I have voluntarily applied to enter on to and to engage in or to observe shooting and other activities at the FoxHole LLC shooting range (the "RANGE"). I further acknowledge and understand that "shooting and other activities" includes any and all activities of any kind whatsoever in which I engage or observe while at the Range, whether sponsored by FoxHole LLC or not.

2. **I ACKNOWLEDGE AND UNDERSTAND THAT SHOOTING ACTIVITIES** 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 myself or others, 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, being pinched, burned, bruised, fractured, cut or otherwise injured. **I understand that such risks cannot be eliminated without compromising the essential qualities of shooting activities and I fully understand, accept and assume these and any other known or unknown risks which I may incur at FoxHole LLC.**

3. I FURTHER ACKNOWLEDGE AND UNDERSTAND that the nature and condition of the Range facilities, premises and environment is such that both known and unknown hazards exist which create or contribute to both known and unknown, foreseeable and unforeseeable, risks inherent in entering on to the Range, in using Range facilities and in engaging in or observing any activities of any kind whatsoever while at the Range. I understand that such hazards and risks cannot be eliminated without compromising the essential qualities of the Range facilities, equipment, premises and environment. I acknowledge and understand that FoxHole LLC has no duty to undertake first-aid or rescue operations or procedures in the event any such property damage or physical or emotional injury occurs, and that any such operations or procedures may result in compounded or increased damages or injuries.

4. I FURTHER ACKNOWLEDGE AND UNDERSTAND that FoxHole LLC makes no warranty as to the design, manufacture, maintenance, condition or fitness for any particular purpose of any RANGE facilities or equipment, including, but not limited to: firearms, ammunition, eye/hearing protection, and first-aid supplies.

5. I EXPRESSLY UNDERSTAND, AND AGREE TO ACCEPT AND ASSUME, ANY AND ALL RISKS, KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE:

- A. WHICH MAY OR DO EXIST ON THE RANGE,
- B. IN ENTERING ON TO THE RANGE,
- C. IN USING RANGE FACILITIES OR EQUIPMENT,
- D. IN ENGAGING IN OR OBSERVING SHOOTING AND OTHER ACTIVITIES AT THE RANGE, AND;

E. IN BEING PRESENT ON FOXHOLE LLC PREMISES. HAVE COMPLETELY READ ALL OF FOXHOLE LLC' RULES AND REGULATIONS. I FULLY UNDERSTAND ALL OF FOXHOLE LLC' RULES AND REGULATIONS. I AGREE TO ABIDE BY ALL OF FOXHOLE LLC' RULES AND REGULATIONS.

6. I hereby RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS Fox Hole Firearms, its officers, directors, attorneys, agents, employees, contractors, volunteers, guests and any affiliated individuals or organizations of FoxHole LLC, from and against any and all claims, demands, damages, expenses, causes of action, or liability of any kind whatsoever, that any party, including but not limited to myself, my next of kin, heirs, guardians, executors, administrators, representatives or assigns may have, of any type, including but not limited to property damage, personal injuries, loss of consortium or services, lost wages, medical expenses, pain and suffering, or death, which results directly or indirectly from my presence at FoxHole LLC including but not limited to entering on to the Range, using Range facilities or equipment, and engaging in or observing shooting and other activities at the Range, even if such claims, demands, damages, expenses, causes of action, or liability result partially or wholly from any act or acts, including any negligent act or omission to act, including negligent or omitted first-aid or rescue operations or procedures, by FoxHole LLC.

I have carefully read the foregoing paragraph and I understand that I am releasing any claim, legal action, or lawsuit I may have of any kind against FoxHole LLC for anything that occurs while I am on FoxHole LLC' premises.

7. FURTHER AGREE to assume all responsibility and liability for any action I undertake or perform, including reasonable, negligent, reckless or criminal acts, or failures to act, while at the Range. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS FoxHole LLC, its officers, directors, attorneys, agents, employees, contractors, volunteers, guests and affiliated individuals or organizations of FoxHole LLC, from and against any and all claims, demands, damages, expenses, causes of action, or liability of any kind whatsoever, that any party alleges due to the actions or inactions of me while on the premises of FoxHole LLC, even if such claims result partially or wholly from any act or acts, including any negligent act or omission to act, including negligent or omitted first-aid or rescue operations or procedures, by FoxHole LLC. This indemnification includes any expenses, including but not limited to attorney fees, incurred in the defense of any claims brought by or for any of the aforesaid persons, including third parties, as well as any damages awarded through litigation, mediation, arbitration, alternative dispute resolution, or any other form of settlement in or out of court.

8. I FURTHER ACKNOWLEDGE AND AGREE that this Agreement is intended to be as broad and inclusive as permitted by law, and that if any provision or portion is held to be invalid, contrary to law, void or otherwise unenforceable, then such portion does not void any other part of this agreement, and that the remaining provisions or portions shall continue and remain in full legal force and effect.

9. 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 shall be applicable to each and every occasion that I enter the premises of FoxHole LLC, 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 Agreement and I understand its contents. I acknowledge that no other inducement, assurance or guarantee has been made to me in consideration of my signing this 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 FoxHole LLC.

I UNDERSTAND THAT BY MY SIGNATURE I AM GIVING UP SUBSTANTIAL RIGHTS AND THAT BY SIGNING THIS AGREEMENT I AGREE NOT TO SUE THE FOXHOLE LLC. I ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF IOWA AND THAT VENUE FOR ANY ACTION OR PROCEEDING SHALL BE IN WAPELLO COUNTY, IOWA.

I AGREE TO ABIDE BY ALL OF THE RULES ESTABLISHED BY FOX HOLE FIREARMS. I AGREE THAT I MAY BE REMOVED FROM THE PREMISES AT ANY TIME, FOR ANY REASON OR NO REASON AT ALL, AT THE DISCRETION OF ANY EMPLOYEE OF FOXHOLE LLC.