

Date Paid	
Amount Paid	\$50.00
Cashier's Initials	

## ANNUAL MEMBERSHIP APPLICATION

I hereby apply for annual membership in the Helena Trap Club. As a condition of membership:

- I hereby agree to comply with all the rules and policies of the Club, including the alcohol policy; and,
- I have voluntarily issued to the Club the following Waiver of Liability, Assumption of the Risk, and Indemnity

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

Last Name (PLEASE PRINT)

First Name

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

E-mail Address: \_\_\_\_\_

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

### HELENA TRAP CLUB WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, AND INDEMNITY AGREEMENT

**WAIVER:** In consideration of being permitted to participate in any way in activities at the Helena Trap Club on \_\_\_\_\_, 20\_\_ (date), I \_\_\_\_\_ (printed name), for my heirs, personal representative or assigns, do hereby release, waiver, discharge, and covenant not to sue the Helena Trap Club, its directors, officers, employees, and agents from liability from any and all claims including the negligence of the Helena Trap Club, its directors, officers, employees, and agents, resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in the above-described activity on the premises of the Helena Trap Club.

**ASSUMPTION OF THE RISK:** Participation in activities at the Helena Trap Club carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I acknowledge the presence and use of firearms on the premises of the Helena Trap Club. I acknowledge that the specific risk of participating in activities at the Helena Trap Club may vary from: 1) minor injuries such as scratches, bruises, and sprains; 2) serious injuries such as the loss of sight, joint or back injuries, heart attacks, strokes and concussions; and 3) catastrophic injuries such as gunshot wounds, paralysis, and death. **I have read the foregoing paragraphs and I know, understand, and appreciate these and other risks that are inherent in this activity. I hereby represent that my participation in activity at the Helena Trap Club is voluntary and that I willingly and knowingly assume the foregoing risks as a condition of my participation.**

**INDEMNIFICATION AND HOLD HARMLESS:** I also agree to defend, indemnify, and hold harmless the Helena Trap Club from any and all claims, actions, suits, costs, expenses, damages, and liabilities, including attorney's fees, incurred by the Helena Trap Club, its directors, officers, employees, and agents, as a result of my negligence in the above-described activity at the Helena Trap Club.

**SEVERABILITY:** I hereby agree and understand that the foregoing waiver, assumption, of the risk, and indemnity agreement is intended to be a broad and inclusive as it permitted by the law of the State of Montana, and that if any portion of this document is declared by a Court to be void, inapplicable, or against public policy, I hereby agree that the remaining balance of the document shall, notwithstanding such judicial declaration, continue in full legal force and effect.

**ACKNOWLEDGEMENT OF UNDERSTANDING:** I have read this waiver of liability, assumption of the risk, and indemnity agreement. I fully understand its terms and I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend by my signature that I am granting a complete and unconditional release of all liability to the greatest extent allowed by law.

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

Age (if a Minor) \_\_\_\_\_

\_\_\_\_\_  
(Signature of Participant)

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

\_\_\_\_\_  
(Printed Name & Signature of the Parent or Guardian if the Participant is a Minor)