

DIRECTORATE OF FAMILY AND MORALE, WELFARE AND RECREATION (DFMWR) **RECREATIONAL SHOOTING COMPLEX (RSC)** WAIVER AND HOLD HARMLESS AGREEMENT

NOTE: BY EXECUTING THIS DOCUMENT YOU WAIVE CERTAIN LEGAL RIGHTS ON BEHALF OF YOURSELF, YOUR FAMILY OR YOUR DEPENDENT CHILD. YOU SHOULD READ THIS DOCUMENT CAREFULLY BEFORE YOU SIGN IT.

Name: _____

Name(s) of child(ren) participating, if applicable:

The RSC incorporates skeet and trap, rifle and pistol ranges for authorized users and their guests. The complex is operated by the Fort Benning Directorate of Family and Morale, Welfare and Recreation.

Initial either or both of the following paragraphs, if applicable:

- 1. I desire to utilize the RSC and its facilities.
- 2. I desire that the above-named child(ren) utilize the RSC and its facilities.

In consideration of the benefit of utilizing the RSC and its facilities, I hereby agree to release and hold harmless the United States and Fort Benning, GA, from any damages to property or injuries which I and/or my dependent child/ward may suffer incident to the utilization of the RSC and its facilities.

I acknowledge that the use of a range and shooting complex entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself (or to my child or children if I am executing this agreement with respect to such child or children) or my property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

Aforementioned risks include, but are not limited to, the risk of injury, death or property damage from ricocheting projectiles, accidental discharge of weapons, misfiring weapons and other incidents that could occur during the use of firearms. I understand that the RSC will be utilized by other persons besides myself, and that not all patrons possess the same level of skill and familiarity with firearms and the use thereof, which constitutes another potential risk.

I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation (or my child's or children's participation) in this activity is purely voluntary and I elect to participate (or to allow my child or children to do so) in spite of the risks. Specifically, I agree to release and hold harmless the United States, its officers and its agents, from any and all liability and claims for damages to property or injuries to myself and/or my child/ward that may arise or be incident to my/his/her participation in this event. Further, I agree to release and hold harmless the United States, its officers and its agents, against any claims, demands, actions, debts, liabilities, judgments, costs, or attorney's fees arising out of, claimed on account of, or in any manner predicated upon his/her use of Fort Benning facilities and/or equipment including any loss or damage to property, any injury or death of or to myself and/or my dependent child caused in any manner, or contributed to by the United States, its officers, or its agents.

BY SIGNING, I DECLARE THAT I HAVE READ AND VOLUNTARILY ENTER INTO THE TERMS OF THIS WAIVER AND HOLD HARMLESS AGREEMENT:

Name:

Signature: _____ Date: _____

VERIFIED BY GOVERNMENT REPRESENTATIVE (RSC STAFF):

Signature (Staff): _____ Date: _____