



Sporting Clays Waiver and Release Agreement

Name: _____ Date of Birth: _____ Email Address: _____

Address: _____ City _____ State _____ Zip _____ Phone: _____

Emergency Contact Person: _____ Phone: _____

NSCA CLASS: _____

Seven Springs Mountain Resort, Inc. d/b/a Seven Springs Mountain Resort, its owners, officers, employees, agents, representatives, parents, and affiliates (hereinafter, "Seven Springs") has agreed to permit me to use the sporting clays course. In consideration for Seven Springs' permission, **I agree:**

- (1) that there is a risk of serious injury or death if I participate in sporting clays. Some of the risks that I may encounter are defective or faulty weapons or ammunition, negligence of other participants, and negligence of Seven Springs.
- (2) that I accept all risks arising out of or relating to my participation in the sport of shooting clays, whether listed in paragraph (1) above or not.
- (3) that I will read and abide by the Seven Springs sporting clays course rules and regulations, as well as all other Seven Springs rules and regulations as they may be posted or presented by Seven Springs personnel. And, that if I do not follow these rules and regulations, my permission to participate will be revoked, and any fees or charges that I paid will not be refunded.
- (4) that I am in compliance with all federal and state laws and regulations pertaining to the use and possession of firearms, and that I will inform Seven Springs immediately if I learn of any reason why I cannot legally use or possess firearms.
- (5) to waive my right to bring any claims against Seven Springs that arise out of or relate to my participation in sporting clays, and to release Seven Springs from liability for any such claims. This waiver and release includes claims based upon negligence by Seven Springs. I further agree that I will indemnify, hold harmless, and reimburse Seven Springs for all losses (including attorneys' fees and costs) from any claims brought by any persons or entities arising out of or relating to my participation in sporting clays.
- (6) that all disputes arising under this Release or from participation in sporting clays shall be litigated exclusively in the Court of Common Pleas of Somerset County, Pennsylvania.
- (7) I grant Seven Springs permission to use photographic and/or video images of me for the purpose of marketing, publicizing and promoting the resort. I waive any right to be compensated for the use of my image and release Seven Springs from liability for any claims, where such claims arise out of or relate to Seven Springs' use of my image.

Adults: I understand this Agreement and enter into it voluntarily.

_____ (signature adult participant) _____ (date)

Minors: I understand this Agreement. I have talked with my parent/guardian about the risks I may encounter and my responsibilities.

_____ (signature minor participant) _____ (date)

Parents/ guardians: I have read this Agreement and discussed it with the minor participant. I agree: (1) that paragraphs five and six apply to any claims that I might bring on my own behalf related to the minor's participation; (2) that I will indemnify, hold harmless, and reimburse Seven Springs for all losses (including attorneys' fees and costs) from any claims brought by or on behalf of the minor where such claims are related to the minor participant's participation.

_____ (signature parent/ guardian) _____ (date)

_____ (emergency phone)