



ADVOCATE • COLLABORATE • INNOVATE

**2020 CLAYS FOR COMMERCE
Liability Release and Indemnity Form
PLEASE READ CAREFULLY!**

In consideration of my desire to participate in The Clayton Chamber of Commerce's Clays for Commerce event, I, _____ hereby assume all responsibility for any and all risks of property damage or bodily injury that I may sustain while participating in the Clays for Commerce event.

Further, I, for myself and my heirs, executors, administrators and assigns, hereby release, waive and discharge the Clayton Chamber of Commerce, and their officers, governing boards, governing counsels, directors, employees, agents, servants and volunteers of and from any and all claims for personal injuries and or property damages which I or my heirs, administrators, executors and assigns have now or in the future may have against the Clayton Chamber of Commerce, and their officers, governing boards, governing counsels, directors, employees, agents, servants and volunteers for, on account of, by reason of, in connection with or arising out of such event activity efforts or my participation therein, and hereby waive all such claims, demands and causes of action. I hereby agree to indemnify the Clayton Chamber of Commerce, their officers, governing boards, governing counsels, directors, employees, agents, servants and volunteers for any all costs, including attorney fees and court costs, arising out of any claim that may arise by my activities as a participant in Clays for Commerce. Including any claims I may raise for personal injury and or property damages or losses.

Further, I expressly agree that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the State of North Carolina, and that if any portion thereof is held invalid, it is understood and agreed that all other portions of this waiver shall, notwithstanding, continue in full legal force and effect.

I currently have no known mental or physical condition that would impair my capability for full participation as intended or expected of me.

Further, I have carefully read the foregoing release and indemnification and understand the contents thereof and sign this release as my own, free act.

Date: _____ Phone: _____

Signature of Participant: _____

Print Name of Participant: _____

State of North Carolina
County of Harnett

Participation Agreement & Waiver/Release

Participant's Name: _____
Participant's Address: _____
Participant's Email Address: _____
Participant's Hunting Lic. #: _____

Participant's Activities

Initial all that apply

Sporting Clays _____	Hunting _____
3-D Archery _____	Pistol Pit _____
Rifle Range _____	

Rifle Range/Time

Cal:

For good and valuable considerations, the undersigned Participant hereby covenants, contacts, agrees and acknowledges with Drake Landing, L.L.C. and the Property Owners ("Property Owners" being: William Dan Andrews; Linda Farrar Andrews, Daniel Boone Andrews, Purfoy Properties, LLC; and the Estate and heirs of B.G. Rambeau, their successors and/or assigns) as follows.

- 1) That the Participant fully acknowledges that all shooting sports ("Participant's Activities") carry inherent dangers and risks regarding personal injury and property damage. That the undersigned Participant hereby knowingly and freely assumes all risks, whether foreseen or unforeseen, latent or open and notorious, for any harm, injury or damage that the Participant or Participant's property may suffer while on the premises and/or property of Drake Landing, L.L.C. or the Property Owners or while participating in Participant's Activities.
- 2) That the Participant covenants, acknowledges and agrees to indemnify, protect, and hold harmless Drake Landing, L.L.C. and the Property Owners, from any claim, liability, loss, cost or damage (Including without limitation attorney fees and court costs) suffered by Participant or any 3rd Party arising out of or in any way connected with Participant's Activities or that was caused or occasioned by the acts or omissions, intentional or negligent, of any other Participant or 3rd party. That the Participant hereby waives any and all causes of action and claims for damages against Drake Landing, L.L.C. and the Property Owners, arising out of or in connection with the Participant's Activities.
- 3) That the Participant represents and warrants that any and all equipment or supplies (guns/ammunition) brought onto the Premises by the Participant are in a safe and proper working order, free from any defect and all safety features are fully operable and that the Participant will use all equipment as designed and in a safe manner. That the Participant shall follow all rules and instructions of Drake Landing, L.L.C. and shall exercise caution customary for shooting sports while engaged in Participant's Activities.
- 4) That the Participant is 18 years of age or older. If the Participant is under 18 years of age, a Parent or Guardian shall sign on Participant's behalf. Any person signing on behalf of a person under 18 years of age, here by warrants that he or she is the parent or legal guardian of the minor, with the necessary authority to enter this agreement.
- 5) If any provision or part thereof contained herein is declared void, invalid or unenforceable by a Court of competent jurisdiction, then such provision or part thereof so determined shall be severable from this Participation Agreement & Waiver/Release and not affect the enforceable of any other provision herein.

Date

Signature of Participant or Parent/Guardian

(SEAL)