



BELLEVILLE POLICE DEPARTMENT

SHOOTING RANGE RELEASE AND WAIVER OF LIABILITY AGREEMENT

NOTICE:

READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

This Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (the "Agreement") is entered into this _____ day of _____, 20_____, by and between _____ (the "Participant"), and the City of Belleville, its directors, officers, employees, volunteers, and agents (collectively, the "City").

The Participant understands that the City, by and through its police department, operates an outdoor shooting and firearms range known as the "Belleville Police Department Outdoor Range" (the "Shooting Range"). The Participant, who is not an employee of the City, desires to use the Shooting Range. The Participant understands that the Participant's participation at and use of the Shooting Range could be physically and mentally stressful and dangerous. The Participant hereby freely, voluntarily, and without duress executes this Agreement under the following terms:

1. **Release and Waiver.** In consideration for the use of the Shooting Range, the Participant does hereby release, waive, and discharge the City from any and all liability, claims, demands, actions, and causes of action whatsoever, which arise or may hereafter arise from or during the Participant's use of, or activities or conduct on, the Shooting Range.

The Participant understands that this Agreement discharges the City from any liability or claim that the Participant may have against the City with respect to any bodily injury, personal injury, illness, death, or property damage that may result from, or that occurs during, the Participant's use of, or activities or conduct on, the Shooting Range, whether caused by the negligence or conduct of the City, or otherwise.

2. **Assumption of Risks.** The Participant understands that the Shooting Range, and the activities that take place on the Shooting Range, are dangerous. The Participant also understands that use of the Shooting Range can involve physical and mental stress and exertion. The Participant understands that the use of the Shooting Range presents risks and hazards to the Participant's property, including but not limited to, damage to the Participant's clothing, equipment, or firearms.

The activities that take place on the Shooting Range present hazards and risks to the Participant's health and well-being. Such hazards and risks include, but are not limited to: (a) bullets from the Participant's, or another individual's, firearm making contact with the Participant; (b) bullets ricocheting and making contact with the Participant; (c) debris making contact with the Participant; (d) firearms kicking back and making contact with the Participant; (e) attacks against the Participant by other individuals; and (f) injuries associated with the force created by the discharge of a firearm. The Participant therefore understands that the use of the Shooting Range presents risks and hazards to the Participant's health and well-being, including but not limited to, bodily injury, personal injury, illness, or death sustained while the Participant is using the Shooting Range. The Participant understands that the Participant's use of the Shooting Range does not involve the City's supervision of the Participant's medical condition and does not involve the administration of medical care to the Participant.

The Participant is fully aware of the risks and hazards connected with the Participant's use of the Shooting Range, is fully aware that there may be risks and hazards unknown to the Participant connected with using the Shooting Range, and the Participant hereby elects to voluntarily use the Shooting Range knowing that said use may be hazardous or may become hazardous or dangerous to the Participant and the Participant's property. The Participant voluntarily assumes full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by the Participant, or any loss or damages to property owned by the Participant, as a result of using the Shooting Range, whether caused by the negligence or conduct of the City, or otherwise.

3. **Indemnification and Hold Harmless.** The Participant further hereby agrees to indemnify and save and hold harmless the City from any loss, liability, damage or costs the City may incur due to or arising out of the Participant's use of the Shooting Range or activities or conduct on the Shooting Range, whether caused by the negligence or conduct of the City, the negligence, willful and wanton, or conduct of the Participant, the negligence, willful and wanton, or conduct of another individual, or otherwise.

4. **Participant's Due Diligence Prior to Participation.** The Participant agrees and covenants to, prior to consenting to this Agreement and prior to using the Shooting Range: (a) become familiar with the level of physical or mental stress and hazards involved with using the Shooting Range and using firearms; (b) confirm with a medical professional that the Participant is physically and mentally capable of using the Shooting Range and using firearms.

5. **Application.** It is the Participant's express intent that this Agreement shall bind the members of the Participant's family and spouse, if the Participant is alive, and the Participant's heirs, assigns and personal representative, if the Participant is deceased, and shall be deemed as a Release, Waiver of Liability, Discharge, and Covenant Not to Sue the City. The Participant understands and agrees that this Agreement shall remain valid, in force, and in effect for the duration of time that the Participant uses the Shooting Range.

6. **Other.** The Participant expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the State of Illinois, and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. The Participant agrees that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not otherwise affect the remaining provisions of this Agreement, which shall continue to be enforceable.

IN WITNESS THEREOF, the Participant has executed this Agreement as of the day and year first written above.

Participant's Signature: _____

Participant's Name Printed: _____

City's Representative's Signature: _____

City's Representative's
Name Printed: _____