

RELEASE, HOLD HARMLESS & INDEMNIFICATION

In exchange for the right to utilize firearms and hike freely on the property of Ward Brien, and the Mountain Shooting Center, LLC (hereafter referred to as Land Possessor), located at vicinity, Antimony, Utah, the Participant agrees to the following:

Participant waives for his or her executors, administrators, assignees or heirs, any and all rights and claims for damages, losses, demands and any other actions whatsoever, which he or she, individually or in solido, may have or which may arise against Land Possessor, and any of his or her heirs, employees, directors, officers or agents, including but not limited to any and all injuries, damages or illnesses suffered by Participant and/or Participant 's property, which may, in any way whatsoever, arise out of, be related to or be connected with the utilization of firearms or hiking or in any way connected with his or her presence on the property of Land Possessor. Participant on behalf of himself or herself and his or her executors, administrators, assignees or heirs, hereby expressly release Land Possessor and any of his or her heirs, employees, directors, officers or agents from any and all such claims.

Participant hereby expressly assumes the risk of entering the land of Land Possessor and of taking part in activities relating to the utilization of firearms or hiking on the land of Land Possessor which include, but are not limited to, the discharge of firearms and the firing of live ammunition and use of and presence on the land of Land Possessor.

Participant agrees to indemnify, hold harmless and defend Land Possessor and any of his or her heirs, employees, directors, officers or agents from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with the discharge of firearms, use of and presence on land of the Land Possessor. And should any such claim, demand or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, any state, or under any theory of law or equity, Participant will indemnify, hold harmless and defend Land Possessor and any of his or her heirs, employees, directors, officers or agents, from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against Land Possessor and any of his or her heirs, employees, directors, officers or agents, whether individually, jointly, or in solido with Participant, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including attorney's fees.

Participant furthermore hereby acknowledges and agrees that he or she has read, understands and will at all times abide by this agreement.

This instrument binds Participant and his or her executors, administrators, assignees or heirs.

PARTICIPANT:

LAND POSSESSOR

Signature

Signature

Print Name

Ward W. Brien

Print Name

Date: _____

Date: _____