

THE CCIM INSTITUTE

Southern Nevada Chapter

WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as “I” or “me”) desires to enter the property owned by Green 320, LLC d/b/a Pro Gun Vegas (the “Owner”), located at 12801 Old U.S. 95, Boulder City, NV 89005 (the “Property”), for the purpose of a CCIM Southern Nevada Chapter clay shoot event (the “Activity”). In consideration of being permitted by the Owner to enter the Property and participate in the Activity (“CCIM”), I agree to the following terms and conditions as set forth in this Waiver and Release of Liability and Assumption of Risk (“Release”):

1. I hereby agree that if I determine to participate in the Activity, I shall sign the waiver and release (“Documents”) provided by Pro Gun. I understand that this Release is not the same as the Pro Gun Documents. Further, CCIM is not an owner or investor in Pro Gun and has no interest in the Property where the Activity is being held.

2. I represent and warrant that: (a) I am at least 18 years of age; (b) I am not under the influence of alcohol, drugs, or any other substances that may impair my judgment, coordination, or ability to safely handle firearms; (c) I am physically and mentally capable of participating in the Activity; and (d) I am legally permitted to possess and use firearms under federal, state, and local laws.

3. I understand that the Activity of clay shooting involves the use of loaded firearms, real ammunition and other related equipment. Additionally, other persons will be present and will be firing firearms with real ammunition and utilizing other equipment; CCIM will have no control over other persons or participants present in the Property.

4. I UNDERSTAND THAT FIREARMS ARE INHERENTLY DANGEROUS AND THAT THE USE OF FIREARMS, AMMUNITION, AND RELATED EQUIPMENT CAN CAUSE SERIOUS INJURY OR DEATH.

5. I AM AWARE AND UNDERSTAND THAT ACCESSING THE PROPERTY AND PARTICIPATING IN THE ACTIVITY MAY INVOLVE INHERENT AND SIGNIFICANT RISKS, INCLUDING BUT NOT LIMITED TO: INJURY, DISABILITY, OR DEATH FROM FIREARMS DISCHARGE, PROJECTILES, RICOCHETS, OR FIREARM MALFUNCTIONS; HEARING LOSS OR DAMAGE FROM LOUD NOISES; EYE INJURIES FROM DEBRIS, SHELL CASINGS, OR PROJECTILES; EXPOSURE TO LEAD, GUNPOWDER RESIDUE, AND OTHER HAZARDOUS MATERIALS; INJURIES FROM CLAY TARGET FRAGMENTS; SLIPS, TRIPS, AND FALLS ON THE PROPERTY; AND PROPERTY DAMAGE. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE PROPERTY AND PARTICIPATING IN THE ACTIVITY WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF CCIM, OR ANY RELEASEE OR OTHERWISE.

6. I hereby expressly waive and release any and all claims, now or hereafter known, against CCIM, and each of their respective officers, directors, manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, “Releasees”), on account of injury, disability, death, or property damage arising out of or attributable to my being on the Property or my participation in the Activity, whether arising out of the ordinary negligence of Pro Gun, CCIM, or any Releasees or otherwise.

7. I hereby agree to release and discharge CCIM, and all Releasees from any and all liability for any loss or theft of, or damage to, any of my personal property while on the Property or during the Activity.

8. I understand that photographs, videos, and other recordings may be taken of me during the Activity and I hereby grant CCIM the right and permission to use, publish, and distribute such photographs, videos, and recordings for any lawful purpose, including promotional and marketing purposes, without compensation to me.

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BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE CCIM.

Signature

Printed Name

Street Address

City, State, Zip

DATED: _____