

2018
RELEASE AND INDEMNITY

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the undersigned, for him/herself and his/her minor children (under 18 years of age), each of whom is a user of the Property (collectively, "Undersigned"), located at 15018 Bailey (Canyon) Road, Kagel Canyon (Lake View Terrace area), Los Angeles County, California ("Property"), fully and forever releases and discharges Indian Canyon Land Corporation ("ICLC") (the owner of the Property, who is hereinafter referred to as "Owner"), its employees, agents, representatives, legal representatives, successors, officers, directors, shareholders, members, and the heirs, assigns, or successors of each of them (jointly and severally, the "Released Parties"), of and from any and all claims, demands, actions, causes of action, suits, controversies, agreements, promises, representations, damages, and demands whatsoever, in law or in equity, howsoever arising, directly or indirectly, as a result of the Undersigned's entry onto the Property, and/or the Undersigned's use of any of the facilities, concessions, structures or items located thereon, including but not limited to, parking areas, picnic areas, sheds, benches, and shooting sheds, or their participation in said shooting, archery or other related activities ("Released Activities"). For purposes of the Release and Indemnity, the term "visitor" means any individual who enters the Property with permission of the Owner, whether or not to engage in shooting, archery or other related activities, which occur on the Property. This is intended as a full and complete release of all liability of any nature whatsoever for all damage, injury, loss, expense, including any consequential expense, loss or damage, whether the same are now known or unknown to the undersigned, expected or unexpected by the undersigned, or have appeared or developed, and all rights under Section 1542 of the California Civil Code are hereby expressly waived and relinquished. Section 1542 of the California Civil code provides as follows:

"A general release does not extend to claims that the creditor does not know or expect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

IN ADDITION, FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the Undersigned hereby agrees to indemnify and hold the Released Parties harmless from any and all liability, claims, demands, expenses of any nature (including attorney's fees), incurred in connection with the Released Activities [hereinafter, collectively "Damages"], including without limitation, injuries caused to a third party by the Undersigned. Accordingly, the Undersigned is completely responsible for any Damages caused by the Undersigned or those of Undersigned's guests, whether to person or property, even though each such guest has signed a Release and Indemnity similar to this Release and Indemnity.

THE RELEASE and the INDEMNITY contained herein shall be binding upon and inure to the benefit of the Undersigned, the Released Parties, and the officers, principals, legal representatives, assigns, members and successors in interest of each of them; if any provision hereof is found by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions shall be unaffected and remain enforceable to the full extent of the law.

The Undersigned is aware that all shooting sports are inherently hazardous activities. Specifically, and not by way of limitation, the Undersigned is aware that shooting on steel and metal targets involves the risk that lead particles can potentially bounce off the target and ricochet back towards the shooter or even hit those there and that firearms or ammunition sometimes malfunction.

SPECIAL NOTICE FOR PREGNANT PERSONS: You are specifically advised that the noise of shooting may cause harm to fetuses. In addition, ammunition and other products at this facility contain lead, copper, zinc, other heavy metals, or other chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

RELEASE AND INDEMNITY, continued

THE UNDERSIGNED HAS BEEN ADVISED THAT THE PROPERTY IS LOCATED IN A SOMEWHAT WILDERNESS AREA WHERE RATTLESNAKES AND OTHER WILD ANIMALS HAVE BEEN SIGHTED AND THAT THE UNDERSIGNED HAS THEREFORE BEEN ADVISED TO USE APPROPRIATE CAUTION. **NEVERTHELESS**, with full knowledge of the potential dangers involved, including those mentioned above and others, the Undersigned hereby acknowledges and agrees that by participating in any of the Released Activities at the Property, the Undersigned is assuming any and all risks of injury, death or property damage, including without limitation, those caused by the negligence of the Released Parties, themselves or others. The Undersigned understands that any parking of vehicles on the Property shall be at their own risk and that the Undersigned shall be solely responsible for the safety of any personal property the Undersigned brings with him/her or stores in the Undersigned's vehicle.

The Undersigned agrees specifically that: a) they will not draw a loaded gun from a holster while shooting until authorized by the Range officer; b) they will wear protective eye wear and ear protection at all times while on the range; c) they will personally ensure and guarantee that anyone with them will also wear eye and ear protection; d) they will obey all Range rules, including those posted conspicuously and supplied with this release form; and e) they will treat all firearms as loaded and will never point the muzzle of any firearm at anytime, whether loaded or not, at themselves or in the direction of another human being.

You will be provided with the Range's minimum safety and other range rules to assist the Undersigned and the Undersigned's guest(s), who also must sign a separate Release and Indemnity, in understanding the same. By signing this Release and Indemnity, the Undersigned acknowledges that the Undersigned has read and understands the **Range Rules** and acknowledges that the same is binding upon the Undersigned and the Undersigned's guests, who also must sign a separate Release and Indemnity. Accordingly, without limiting any provision of this Release and Indemnity: a) if the Undersigned or the Undersigned's guest(s) fail to use eye or ear protection, the Undersigned and the Undersigned's guest(s) automatically WAIVE any rights they may have for damages resulting from such failure; and b) the Undersigned and each guest(s) of the Undersigned hold the Released Parties harmless for any failure by the Undersigned and the Undersigned's guest(s) to comply with any of the rules of gun safety set forth in the **Range Rules**.

Each host is responsible for his/her guest(s) and their actions. Guest(s) are to be accompanied by their host at all times.

Further, the Undersigned acknowledges that the Undersigned may not commence using any of the facilities located on the Property until this Release and Indemnity has been completed, signed and submitted.

This Release and Indemnity is valid for the calendar year set forth above and the portion of the following calendar year until a new Release and Indemnity is provided to the Undersigned. However, in no event is this Release and Indemnity valid for a period in excess of two (2) years; that is, the year of this Release and Indemnity first written above and the immediately succeeding calendar year.

FOR THIS FORM TO BE VALID, IT MUST BE FILLED OUT COMPLETELY AND LEGIBLY.

Club Member: (Check one)

- ☐ Crescenta Valley
- ☐ Canyon Oaks
- ☐ Gopher Flats
- ☐ Panorama
- ☐ San Fernando

☐ Guest _____
of whom (Host)

Please print clearly, we need to read this information

Print: First name - Middle initial - Last name

() -
Best Telephone number

| Street Address | City | State | Zip |
|----------------|------|-------|-----|
|----------------|------|-------|-----|

Email address: **X** _____
(Optional)

X _____
SIGNATURE [If you are under 18 years old, we need the signature of a parent or guardian.]

X _____
DATE