



# RELEASE AND WAIVER OF LIABILITY AGREEMENT

## Agreement Assuming Risk of Injury or Damage, Waiver and Release of Claims and Indemnity Agreement

WHEREAS, I \_\_\_\_\_ being over the age of twenty-one and not being an employee or member of Lewis Machine & Tool Co. (hereafter, "LMT"), voluntarily requested the use or demonstration of firearms belonging to LMT at Lewis Machine & Tool Co., 1305 West 11<sup>th</sup> St., Milan, IL 61264; and/or 661 West 8<sup>th</sup> St., Milan, IL 61264.

WHEREAS, I voluntarily requested permission to handle firearms on the physical premises of LMT and/or on the premises of the above-referenced locations;

WHEREAS, LMT will allow me to use and/or handle firearms belonging to Lewis Machine & Tool Co. under the supervision of LMT employee(s) or member(s) under the conditions set forth herein; and;

WHEREAS, I am aware that the usage of firearms is inherently dangerous and that I may be subjected to the risk of death or personal injury or damage to my property by handling or using firearms on LMT's physical premises listed above;

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth and other valuable consideration, I do hereby agree:

1. I freely, voluntarily and with such knowledge assume the risk of death, personal injury, or property damage arising from, or in any way connected with, my presence on the range premises listed above and/or at the physical premises of LMT; my use of firearms at either the physical premises of LMT; my presence during the use of firearms at either the physical premises of LMT; fire, explosion, gas, electrocution or the escape of radioactive substances while present on the range premises listed above and/or at the physical premises of LMT;

2. That the members and employees of LMT and their sureties shall not be responsible or liable for any injury, loss or expense, either to me or my property, incurred while on the physical premises of LMT and resulting from any negligent act or omission on the part of any member/employee of LMT.

3. For myself, my heirs, executors, administrators and assigns to defend and indemnify all members and employees of LMT, their sureties, and each of them, against any and all manner of actions, causes of actions, suits, debts, claims, demands, or damages or liability or expense of every kind and nature incurred or arising by reason of any actual or claimed negligent or wrongful act or omission of mine while accompanying any member or members of LMT, and/or while being on the physical premises of LMT.

By signing this paper you are personally assuming all risks of injury connected with the physical premises of Lewis Machine & Tool Co.

THEREFORE I AM SIGNING MY NAME ON THE WORDS "THIS IS A RELEASE" TO SHOW THAT I UNDERSTAND AND ACKNOWLEDGE EVERYTHING CONTAINED HEREIN.

### THIS IS A RELEASE

DATED: \_\_\_\_\_

\_\_\_\_\_

Signature