

Form of Indemnification, Waiver, and Release Agreement

Any and all visitors, guests, attendees, member, or users of the Rifle Range shall execute an agreement providing for the waiver and release of liability, and indemnification of. City and OPERATOR, in the following form:

I/We _____
hereby understand and agree to accept the risk of bodily injury and/or property damage which I/we may incur or cause a third party to incur as a result of my/our use of the Rifle Range facilities and premises. I/We understand that this risk includes, but is not limited to, any lead dust inhalation, noise, airborne materials or objects, and the actions of other users of the Rifle Range. With this understanding, I/we further agree to indemnify, defend, and hold harmless the City of San Jose, its officers, agents, and employees, and the OPERATOR, its officers, agents, and employees, from and against any and all claims, leases, injuries, suits or judgments arising from, or in connection with, my/our presence on the Rifle Range. I/we agree to this indemnification and save harmless for myself/ourselves, my/our successors, assigns, heirs, executors and administrators, and any other person or entity(ies) who/which may have a claim based upon my/our personal injuries and/or property damage.

Furthermore, I/we have read and agree to abide by the rules and regulations pertaining to use of the Rifle Range and acknowledge receipt of a copy of same. I/we understand further that I/we will be held financially responsible for any damage to facilities or equipment which occurs through use of the Rifle Range.

Dated: _____

Signed: _____

I, as the official representative of the organization seeking permission to use the Rifle Range, accept on behalf of all of the members of the organization the entire Save Harmless Agreement set forth above.

Dated: _____

Signature of Authorized Representative: _____