

Thunder Lake Association Sportsman's Club
Voluntary Waiver of Liability, Release and
Agreement to Defend, Indemnify, and Hold Harmless¹

In consideration for being permitted to enjoy the use and benefits of the Thunder Lake Association's² Sportsman's Club located at the junction of Minnesota State Highway 6 and Big Rice Lake Road Northeast, Thunder Lake Township, Minnesota 56672 (Cass Cnty. Parcel Id. No. 42-014-2200) (the "Club"), including but not limited to permission to enter onto the Club's lands, use the Club's facilities (including but not limited to pickleball courts, archery range, gun range, and its other facilities), participate in activities that occur on the Club's lands, and spectate activities that occur on the Club's lands (collectively the "Benefits"), I, _____, in my individual capacity and on behalf of my heirs, successors, executors, attorneys, assigns, and personal representatives, make the following acknowledgements and agreements:

1. I am aware that there are Club rules posted on the Club's main facility and at each station on the Club's firearms range (the "Rules"). I have read the Rules. I promise that I will follow the Rules while using the Club's Benefits. I also promise to act in compliance with all state and federal laws and regulations while I am using the Club's Benefits.

2. I have a valid firearm safety certification issued by a state or federal agency, and I acknowledge that I am not allowed to use the Club's firearms range without having first obtained and properly maintained a firearm safety certification from a state or federal agency.

3. I will not bring any individuals who are not members of the Association to the Club without the Association's prior written permission.

4. I understand and agree that I cannot be under the influence of drugs or alcohol when I am on the Club's lands and using firearms or archery equipment, and/or while I am supervising another individual who is using firearms or archery equipment.

5. I understand, assume, and accept all risks that may occur while using the Club's Benefits. These risks include, but are not limited to, the inherently dangerous risks posed by the use of firearms, archery equipment, and other risks that may be posed by the condition of the Club's lands, my own negligent acts, and the negligent acts of others. These risks also include but are not limited to those that are known or unknown, anticipated or unanticipated, may result in injury, illness, disease, death, and/or damage to myself or my property, and/or to other persons and their property.

6. I HEREBY WAIVE, DISCHARGE, AND RELEASE ANY CLAIMS, ACTIONS, SUITS, DEMANDS, DAMAGES, JUDGMENTS, LEVIES AND EXECUTIONS, WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR UNLIQUIDATED, FIXED OR

¹ This Voluntary Waiver of Liability, Release, and Agreement to Defend, Indemnify, and Hold Harmless is referred to herein as the "Agreement."

² The "Association" means and refers to the Thunder Lake Association and its current and former owners, officers, employees, agents, representatives, parents, attorneys, and affiliates.

CONTINGENT, DIRECT OR INDIRECT, AGAINST THE ASSOCIATION ARISING OUT OF OR IN ANY WAY RESULTING FROM MY USE OF THE CLUB'S BENEFITS.

7. I, INDIVIDUALLY AND ON BEHALF OF MY HEIRS, SUCCESSORS, ASSIGNS, EXECUTORS, AND PERSONAL REPRESENTATIVES AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE ASSOCIATION FROM ANY AND ALL LIABILITY, LOSS, DAMAGE OR EXPENSE, INCLUDING ATTORNEYS' FEES AND COSTS, THAT THE ASSOCIATION MAY INCUR OR SUSTAIN AS A RESULT OF ANY CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, AND COSTS OR EXPENSES, THAT IN ANY WAY ARISE OUT OF MY USE OF THE CLUB'S BENEFITS.

8. I acknowledge that the Association has no duty to warn and no duty to protect my property, my person, or my wellbeing.

9. I acknowledge that the Association has not, in any way, ensured the safety of the Club's lands and any activities that may occur on the Club's lands.

10. I acknowledge that this Agreement is intended to be as broad and inclusive as permitted by Minnesota law. If any portion of this Agreement is to be held invalid, the remainder of the Agreement shall continue to be in full force and effect.

11. I agree that any dispute that arises out of my use of the Club's benefits shall be venued in Hennepin County, Minnesota and that Minnesota law shall govern any such dispute.

FOR ADULTS:

Signature

Date: _____

FOR MINORS: My parent or guardian has explained the promises, terms, and conditions in this Agreement. My parent or guardian has also told me about the risks posed by using the Club's Benefits and what my responsibilities are while I enjoy the Club's benefits:

Signature of minor

Date: _____

FOR PARENTS OR GUARDIANS: I have read this Agreement and discussed it with the minor who will be enjoying the Club's Benefits. I agree that this Agreement, and all of its promises, terms, and conditions, apply to the minor and claims that I might bring on my own behalf and on behalf of the minor.

Signature

Date: _____