

**WAIVER OF LIABILITY; INDEMNIFICATION AGREEMENT
AND COVENANT NOT TO SUE**

**THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE
UP YOUR RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY
OTHER REMEDY FOR INJURIES TO YOURSELF OR YOUR PROPERTY ARISING OUT OF YOUR
PARTICIPATION IN BULLS BLAST AND USE
OF TAMPA BAY SPORTING CLAYS, INC. NOW OR ANY TIME IN THE FUTURE.**

I acknowledge that I am over the age of eighteen (18) years. I, and on behalf of my heirs, agents, assigns, beneficiaries, executors and administrators, state that I understand that the BullsBlast event and activity that I have chosen to participate in and/or observe (herein after "Event") at Tampa Bay Sporting Clays (hereinafter "TBSC") is very hazardous in that loaded firearms and weapons are discharged and archery equipment and arrows are used, not only by myself but also by other TBSC Members, guests and visiting public. I agree to read and abide by all the TBSC Safety Rules and Regulations for Gun and Archery Use, and also I agree to assume any and all risks associated to and with the use of the facilities or participation or observation of the Event, including but not limited to: participation in TBSC sponsored events, and the use and discharge of firearms, accidental discharge of firearms, use and shooting or archery equipment, and loss of personal property through misplacement, loss or theft while at TBSC. I also acknowledge that this Event may be held during a declared pandemic and that in voluntarily participating in this Event I agree to follow any additional health and safety rules that may be announced and posted at this Event.

I, and on behalf of my heirs, agents, assigns, beneficiaries, executors and administrators, for the consideration of being allowed to participate in or observe the Event, enter and use the facilities and services of TBSC, and to observe and/or participate in the the archery and shooting competitions, and for other valuable considerations, do hereby absolutely and unequivocally agree to release, save and hold harmless the University of South Florida ("USF"), the University of South Florida Foundation, Inc., BullsBlast, Philanthropy Partners, LLC, R.R. Simmons Construction Corporation, Simmons Management Services, Inc., TBSC, Pasco Sportsment, Inc. (hereinafter "PSI") and the Officers and Directors and Members of any of them, and any of their respective sponsors, agents, employees, instructors, assigns and successors in interest (collectively the "Indemnitees") from any claim, demand or liability (whether claimed by myself or another person or entity) which may arise out of any loss, damage, illness, injury or death which I may sustain, as well as any theft, unexplained disappearance or damage which may befall my property accompanying me (whether while en route to, during participation in or during observation of the Event or event(s), and while en route from the Event or events, or while on the TBSC premises) where the Event or any of the match events occur, with the above use of facilities and services, even if any loss, damage, illness, injury, or death which I may sustain, including theft, unexplained disappearance, or damage which may befall my property arises from the negligence of any of the Indemnitees. **I VOLUNTARILY ASSUME ALL SUCH RISKS FOR MY FAMILY MEMBERS, GUESTS AND MYSELF (and heirs, agents, assigns, beneficiaries, executors and administrators).**

I, on behalf of myself and all family members, agree to indemnify and hold harmless the Indemnitees for any and all damages caused by my participation in or observation of the Event, my use of the TBSC range property, use of archery equipment, and discharge of firearms which would include, but not be limited to, damages or personal injuries caused by my negligence and / or the negligence of minors or other persons that I have brought to the Event or to TBSC, and attorney fees and costs to defend any and all claims brought against any Indemnitee resulting therefrom.

The duty to defend is independent and separate from any duty to indemnify hereunder, and the duty to defend exists regardless of any ultimate liability of myself or any of the Indemnitees. My duty to indemnify and defend will survive until it is determined by final judgement that an action against the Indemnitees for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations and statute of repose.

I further acknowledge the right of the Event organizers and TBSC Officers, Employees, or Range Officers to immediately terminate my participation or observation of the Event or other activities upon any failure

of mine (or my guests) to fully comply with all TBSC Rules Policies and Operating Guidelines, Event rules, or directions of the Range Officer. I hereby state that I am under NO legal injunction that prohibits my owning, possessing, handling or using any of the firearms used in the Event or events at TBSC.

I further acknowledge that I have not been convicted of a felony and have the legal right to possess firearms. I shall not permit any person to use firearms in my possession who is an unauthorized user or felon or otherwise prohibited from legally possessing firearms.

I understand that the Event will be photographed. I hereby consent to being photographed and to the use of my image to promote BullsBlast on either the TBSC, USF, or Philanthropy Partners, Inc.'s websites, social media, and/or published materials related to this Event or future BullsBlast events.

By my signature below, I certify that I have read, understand and agree to the terms and conditions of this Release and Waiver of Liability and the TBSC Rules Policies and Operating Guidelines. I also agree that I (and any minors and guests brought with me) will, at all times within the TBSC Range Property, wear appropriate eye and ear protection.

I acknowledge that the foregoing agreement is intended to be as broad and inclusive as permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. I understand that the terms of this agreement are legally binding and that I am signing this agreement, after having carefully read it, of my own free will.

Date: _____

Print Name: _____

Signature: _____

Email Address: _____

Telephone: _____

If user is under 18 years old: Parent/Guardian Consent:

I, as parent or guardian of the above minor under 18 years of age, hereby consent, on behalf of the said minor, to the terms and conditions set forth in this **Waiver of Liability; Indemnification Agreement and Covenant Not To Sue.**

Date: _____

Print Name: _____

Signature: _____

Email Address: _____

Telephone: _____

Relationship to Minor: _____

TBSC Rules & Procedures

- Review TBSC rules and agree to follow them at all times. Any shooter posing a danger to others will be subject to removal from the premises and future participation revoked if a shooter continues to show poor safety procedures.
- Any new shooter is required to stop at our training station for an introduction to sporting clay shooting and safe shotgun handling procedures..
- Maintain muzzle control at ALL times.
- Any uncased shotgun must be carried broken open or with the action open in the case of semi-autos (muzzle up)
- Always place shotguns in the provided gun racks when not shooting. Never lay a shotgun on the ground, against a tree or put the muzzle in the grass or dirt. When moving with any semi-auto shotgun, the action must be open and the muzzle pointed straight up.
- Load shotguns only when standing in a shooting cage, muzzle down range
- 7.5, 8, 9 only permitted shot size, any illegal ammo will be confiscated
- Maximum of two (2) shells in the shotgun at one time, gun is unloaded when exiting shooting cage
- Only clay birds thrown by machines may be shot
- Eye and ear protection to be worn at all times on the range.
- Contact the office or use QR code immediately if a trap is broken or throwing un-shootable targets. NEVER attempt to clear a trap machine yourself.
- Shotguns must be of a sporting type. No home defense, tactical or pistol grips.
- Help keep the area clean at all times. Pick up hulls after shooting at each station.
- Follow instructions of the Range Master, Shoot Management and/or Club Management. The Range Master is authorized to remove any shooter whose behavior is detrimental to the safe operations of the facility.
- All shooters must be legally able to own and operate a shotgun and not be a “Prohibited Person” defined by federal and state laws.
- Consumption of alcohol or other intoxicants immediately before or during range use is strictly forbidden.
- Operators of shooting carts must be age 16 or older and have a valid drivers license.