

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION & NATURAL RESOURCES
BUREAU OF FORESTRY**

**RELEASE AND INDEMNIFICATION
(TARGET SHOOTING)**

This agreement is made this ____ day of _____, by and between the Commonwealth of Pennsylvania, acting through the Department of Conservation and Natural Resources, Bureau of Forestry ("DEPARTMENT") and _____ ("RESPONSIBLE PARTY").

WHEREAS, RESPONSIBLE PARTY certifies that he/she is 18 years of age or older;

WHEREAS, RESPONSIBLE PARTY desires to construct a target, or have a target constructed, at the following location in _____ Forest District : _____.

WHEREAS, RESPONSIBLE PARTY desires to use the following device(s) in shooting at the target:
_____.

WHEREAS, RESPONSIBLE PARTY acknowledges that, until its removal, the target will be subject to use as a target for shooting, or for other purposes, by other persons who may be known or unknown to RESPONSIBLE PARTY;

WHEREAS, DEPARTMENT is willing to permit RESPONSIBLE PARTY to construct the above target, or have it constructed, and engage in shooting using the device(s) stated above, subject to the conditions listed below.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. DEPARTMENT grants permission to RESPONSIBLE PARTY to construct the target, or have it constructed, and engage in shooting using the device(s) stated above.

2. This permission is in effect for the period beginning _____ through _____; however, the permission may be revoked at any time by DEPARTMENT acting through a District Forester or designee.

3. RESPONSIBLE PARTY is not permitted to do the following: (Any changes to the following should be indicated and initialed by both parties.)

- a. Shoot where there is no natural barrier preventing the projectile from traveling more than 15 yards beyond the target.
- b. Shoot from a position within 25 yards of a road or established trail.
- c. Shoot across a road, waterway or established trail.
- d. Shoot at a target that is within one-quarter mile from a building, camp or other facility.
- e. Shoot while under the influence of drugs or alcohol.
- f. Engage in any other unsafe practices.
- g. Other (state "no other conditions" or list other conditions; both parties initial): _____

4. RESPONSIBLE PARTY will remove the target on or before the date of expiration of this permission; however, if this permission is revoked, RESPONSIBLE PARTY will remove the target immediately upon being informed of the revocation by the District Forester or designee.

5. RESPONSIBLE PARTY agrees to defend, indemnify, and hold harmless DEPARTMENT and its agents from any claim for injury to any person or damage to any property sustained as a result of the construction or existence of the target or as a result of the use of the target by any other person with any device or for any purpose.

6. RESPONSIBLE PARTY releases DEPARTMENT and its agents from any claim arising from injury to RESPONSIBLE PARTY or any other person or damage to any property which might be sustained as a result of RESPONSIBLE PARTY'S engaging in target shooting.

7. DEPARTMENT does not assume responsibility or liability for injury to any person or damage to any property sustained as a result of the construction or existence of the target, or use of the target by any person with any device or for any purpose.

8. DEPARTMENT does not assume responsibility or liability for RESPONSIBLE PARTY'S safety or the consequences of RESPONSIBLE PARTY'S engaging in target shooting.

9. This agreement may not be construed as a waiver of any immunity DEPARTMENT may have.

WITNESSES:

_____, Responsible party

_____, District Forester or designee