

ACKNOWLEDGEMENT AND RELEASE

The undersigned hereby acknowledges the distribution to the undersigned by the Village of Romeoville or its Police Department of 10 Cases Winchester AA127 12 Gauge Shotgun, Light Target Load (“Shotshells”), free of charge and without cost of any kind to the undersigned, and further expressly acknowledges that (i) the Village of Romeoville or its Police Department has distributed the Shotshells to the undersigned at the free and voluntary request of the undersigned for the undersigned’s use in connection with its firearms education and training activities, (ii) that neither the Village of Romeoville nor its Police Department has made any warranty or representation as to the Shotshells, including but expressly not limited to any warranties of merchantability or fitness for a particular purpose, (iii) that the undersigned has been provided with full, complete and adequate documentation as to the use of the Shotshells, including the instructions provided therewith by the manufacturer thereof, and accepts full responsibility for learning how to properly use such Shotshells in accordance with such documentation, and to follow such documentation, (iv) that despite the use of the aforesaid documentation and the undersigned’s prior experience and expertise in firearms use, education and training, the possibility remains that the Shotshells may accidentally or unintentionally discharge, and (v) that neither the Village of Romeoville nor its Police Department have made any guarantee, promise or representation that the Shotshells will in each and every circumstance function as intended, and without accidental discharge or other malfunction. Furthermore, and in consideration of the distribution to the undersigned by the Village of Romeoville or its Police Department, the undersigned, individually and on behalf of the heirs, administrators, executors, successors and assigns of the undersigned, hereby fully and forever releases, acquits and discharges and indemnifies, defends and holds harmless the Village of Romeoville and its Police Department and the elected or appointed officials, servants, agents and employees thereof, together with all other persons, firms, entities or corporations which may be legally liable, from any and all actions, causes of action, claims and demands of whatsoever kind of nature, whether in law or in equity which the undersigned or any other person or entity ever had or now has or at any time in the future may have against the Village of Romeoville or its Police Department and the elected or appointed officials, servants, agents and employees thereof, together with all other persons, firms, entities or corporations for or because of any matter or thing done, permitted, suffered to be done, or omitted from being done by Village of Romeoville or its Police Department and the elected or appointed officials, servants, agents and employees thereof, including but expressly not limited to all injuries, losses and damages and the consequences thereof sustained at any time in the past, at the present time or at any time in the future by the undersigned resulting from or in any way whatsoever related to the distribution to the undersigned of the Shotshells by the Village of Romeoville or its Police Department, or resulting from or in any way related to the use, ownership or possession of such Shotshells by the undersigned or any subsequent transferee thereof of the undersigned.

The undersigned further expressly acknowledges that the undersigned fully understands the terms of this acknowledgment and release, that said acknowledgment and release is entered into and executed freely and voluntarily by the undersigned with full knowledge, understanding and acceptance of its terms, conditions and provisions, and that the disposition herein made of the Shotshells to the undersigned is further made on the express condition that the Shotshells shall remain under the control, custody and supervision of personnel of the undersigned in possession of a valid Illinois FOID card, shall at all times be stored and maintained in a secure manner and in compliance with applicable Illinois, Federal and local laws and regulations and shall be used for education and training programs conducted as a part of the undersigned’ operations.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____day of _____, 2021, to the above ACKNOWLEDGMENT AND RELEASE which I have READ AND UNDERSTAND.

Rainbow Council, Boy Scouts of America

By: _____
Daniel Stromberg, District Director