

Amateur Trapshooting Association (ATA)
(an Illinois Corporation)
and
Amateur Trapshooting Association of America (ATAA)
(a Delaware Corporation)

RECEIVING AND SHIPPING POLICY
Liability Disclaimer and Indemnification

All persons and/or entities, including but not limited to ATA members and vendors, who receive and/or ship items of personal and/or business property, including mail, to or from any premises owned, controlled by and/or leased to or from the Amateur Trapshooting Association (ATA) and/or Amateur Trapshooting Association of America (ATAA), expressly agree that the ATA and ATAA, jointly (hereinafter referred to as ATA, for expression purposes only), is/are not, and shall not be, responsible for any loss or damage, consequential or otherwise, to the referenced personal and/or business property, including mail or correspondence, of any kind or nature, whatsoever.

The ATA's official, equitable and legal, position is that the ATA is, at all applicable times and in any responding capacity, performing in an agency relationship on behalf of the receiver and/or shipper and not as a bailee, in the normal course of business, voluntary, involuntary or otherwise. The ATA accepts (receives) or permits shipping (on an accommodation - prior written **NOTICE and ACCEPTANCE** - basis, only) of packages for its vendors, sponsors, lessors and/or members but, at all times and in every manner, expressly disclaims any responsibility(ies) or liability(ies), in contract or tort, therefore.

The ATA has neither any control, nor knowledge, over what is being shipped and/or received, to or from any particular person or entity. The receiver and/or shipper (by whatever title and/or description) controls all aspects of the transaction(s) and, therefore, shall solely and exclusively bear all resulting responsibility(ies) and liability(ies). If any referenced personal or business property (including any and all items, possessions and/or expectancies addressed, sent or left at the ATA's premises, as described herein) are either not delivered or otherwise not received by the recipient/addressee, the ATA disclaims any and all responsibility, in contract and in tort, therefore.

Any person or entity utilizing the premises of the ATA, including ATA personnel, for receiving and/or shipping items of personal or business property expressly, and knowingly and willingly, agrees to indemnify, hold harmless, exculpate and defend the ATA, including any of its officers, directors, employees and/or agents, from any loss, damage (howsoever caused), expense, or cost, including reasonable attorneys' fees arising out of any claim, demand, proceeding or lawsuit arising out of or tangent to the receiving and/or shipping issues addressed herein.

Changes in ATA Receiving and Shipping Policy. The ATA reserves the right to change this Receiving and Shipping Policy without providing anyone with advance and/or prior notice of its intention to make any change(s).

If you have any questions about our Receiving and Shipping Policy, please feel free to contact us at:

601 West National Road, Vandalia, Ohio 45377-1036, Attn: ATA Office Manager.

[Revised: 12/31/2007]