

**ACKNOWLEDGMENT OF ASSUMPTION OF RISK, RELEASE, WAIVER & INDEMNITY AGREEMENT FOR ENTERING RANGE FACILITY**

I, \_\_\_\_\_ hereby acknowledge that I wish to voluntarily enter on to and to engage in or observe shooting and other shooting related activities at "41 Lead Farm" Shooting Range, further referred to as "Range" in this document. I further acknowledge and understand that "shooting and shooting related activities" shall include any and all activities of any kind whatsoever in which I engage or observe while at Range regardless of the sponsor. As consideration for me to be allowed to engage in shooting or shooting related activities at the Range, I voluntarily execute and agree to all the terms of this document.

I ACKNOWLEDGE AND UNDERSTAND THAT SHOOTING AND SHOOTING RELATED ACTIVITIES ARE INHERENTLY HAZARDOUS and involve both known and unanticipated risks which could result in damage or destruction of property and physical or emotional injury, including paralysis or death, of myself or of other persons. The risks include, but are not limited to, being shot by or shooting myself or others; partial or total loss of eyesight or hearing; inhalation or other harmful contact with lead or other contaminants and being struck by flaming, flying, or falling objects. **I understand that such risks cannot be eliminated without compromising the essential and material qualities of shooting activities, and, I wish to engage in shooting or shooting related activities.**

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the nature and condition of the Range facilities, premises and environment is such that both and unanticipated hazards exist which create or contribute to both known and unanticipated risks inherent to entering on to and using range facilities and in engaging in or observing any activities of any kind whatsoever while at range. **I understand that such hazards and risks cannot be eliminated without compromising the essential qualities of shooting or shooting related activities.** I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT Range may have a duty to undertake first-aid or rescue operations or procedures in the event any such property damage or physical or emotional injury occurs, and that any such operations, or procedures may result in compounded or increased damages or injuries. I fully assume this risk.

I FURTHER ACKNOWLEDGE AND UNDERSTAND that Range makes no warranty as to the design, manufacture, maintenance, condition or fitness for any particular purpose of any Range facilities or equipment, including, but not limited to: firearms, rental firearms, equipment, rental equipment, donated equipment, ammunition, eye/ear protection shooting supplies or equipment and first aid supplies.

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT I am not a convicted felon, nor subject to any protective order that prevents me from possessing/using/renting a firearm.

I EXPRESSLY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF WHATEVER NATURE EXISTING ON THE RANGE AND IN ENTERING ON TO THE RANGE AND/OR USING RANGE FACILITIES OR EQUIPMENT AND IN ENGAGING IN OR OBSERVING SHOOTING AND OTHER ACTIVITIES AT THE RANGE.

I AGREE to assume all responsibility and liability for any act or acts, even any negligent, reckless or criminal act or omission to act, of anyone that is present at the Range with me as a social guest, member of group, or other shooter or observer.

I AGREE to abide by all Range rules.

I AGREE that I, my next of kin, heirs, guardians, representatives, and assigns, HEREBY RELEASE AND FOREVER DISCHARGE AND AGREE NOT TO SUE Range, its officers, directors, attorneys, agents, employees, contractors, volunteers, guests, and affiliated individual or organizations of Range from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, that I my next of kin, heirs, guardians, representatives or assigns may have for property damage, personal injury or death, resulting from me entering on to and using Range facilities or equipment or engaging in or observing shooting or shooting related activities at Range, even if such claims, demands, damages expenses, causes of action, attachments of property, or liability result partially or wholly from any act or acts, even any negligent act or omission to act, including negligent or omitted first -aid or rescue operations or procedures, by range.

Initials: \_\_\_\_\_

I AGREE that I, my next of kin, heirs, guardians, representatives and assigns HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS Range from and against any and all claims, demands, damages, expenses, caused of action, attachments of property, or liability of any kind whatsoever, including reasonable attorneys' fees and costs, that I, my next of kin, heirs, guardians, representatives or assigns, or anyone else may have for property damage, personal injury or death, whether suffered by me, or by anyone else, resulting from me entering Range, using Range facilities or equipment, or engaging in or observing shooting and other activities at Range, even if such claims, demands, damages, expenses, causes of action, attachments or property, or liability result partially or wholly from any act or acts, even any negligent net or omission first aid or rescue operations or procedures, by Range.

I ACKNOWLEDGE AND AGREE that this Agreement shall be interpreted and enforced under the laws of the State of Texas and that the venue for any action or proceeding shall be the State of Texas and the County in which the Range is located.

I FURTHER ACKNOWLEDGE AND AGREE that this agreement is intended to be as broad and inclusive release, waiver, assumption of risk, and indemnity as permitted by law, and that if any provision or portion is held to be invalid, void, or otherwise unenforceable, I agree and intend that the remaining provisions or portion shall continue and remain in full legal force and effects.

I FURTHER ACKNOWLEDGE AND AGREE that it is my understanding and intent that this Agreement, and any signed, written amendments or modifications to it, shall in full force and effect from the date of execution and ever after and shall be applicable to each and every occasion that I enter on to or use Range facilities or equipment or engage in or observe shooting and other activities at Range. I agree to be bound by the term of this agreement every time I enter the Range.

Date: \_\_\_\_\_ Signature \_\_\_\_\_

**Name of person signing this release(please print):**

\_\_\_\_\_  
Last First MI

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Parent or Guardian Name if above person is under 18yrs old: \_\_\_\_\_

Parent or Guardian Signature \_\_\_\_\_