

**RELEASE & INDEMNITY AGREEMENT AND ACKNOWLEDGEMENT OF RISK**

I, the undersigned, hereby acknowledge that I have voluntarily entered onto the Best of the West Shooting Sports (the “Range”) to engage in or to observe shooting and other activities.

I ACKNOWLEDGE AND UNDERSTAND THAT SHOOTING ACTIVITIES ARE INHERENTLY HAZARDOUS and involve both known, unknown, and unanticipated risks which could result in damage or destruction of property or physical or emotional injury, including paralysis or death, to myself or other persons. The risks include, but are not limited to: being shot by someone 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 flying or falling objects. I understand that such risks cannot be eliminated without compromising the essential qualities of shooting activities. INITIAL \_\_\_\_\_

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the nature and condition of the Range’s facilities, premises, and environment is such that both known, unknown, and unanticipated hazards exist which create or contribute to both known, unknown, and unanticipated risks inherent in entering onto the Range, in using Range facilities, and in engaging in or observing any activities of any kind whatsoever while at the Range. The hazards include, but are not limited to: slippery, loose, or falling soil and rocks; unimproved, unmaintained, or uneven terrain, walkways, steps, and roads; poisonous or dangerous plants, reptiles, insects, and other animals; and falling trees and tree branches. I understand that such hazards and risks cannot be eliminated without compromising the essential qualities of the Range facilities, equipment, premises, and environment. INITIAL \_\_\_\_\_

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the owner and operator of the Range, including its officers, directors, employees, and agents (collectively, "Owner"), have no 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. INITIAL \_\_\_\_\_

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the Range and Owner make 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, ammunition, eye/hearing protection, and first-aid supplies. INITIAL \_\_\_\_\_

As lawful consideration for being permitted by the Owner to enter on to the Range, to use Range facilities or equipment and to engage in or observe shooting and other activities at the Range, as either a Member or a Guest, I, the undersigned, agree as follows:

I EXPRESSLY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS EXISTING ON THE RANGE AND IN ENTERING ON TO THE RANGE AND IN USING RANGE FACILITIES OR EQUIPMENT AND IN ENGAGING IN OR OBSERVING SHOOTING AND OTHER ACTIVITIES AT THE RANGE. INITIAL \_\_\_\_\_

I AGREE to abide by all Range Rules, and to ensure that my any guest(s) of mine do so as well. INITIAL \_\_\_\_\_

I AGREE that I, my next of kin, heirs, guardians, representatives, and assigns HEREBY RELEASE AND FOREVER DISCHARGE AND AGREE NOT TO SUE Owner 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 or my guest(s) entering on to the Range, using Range facilities or equipment, or engaging in or observing shooting and other activities at the 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, including negligent or omitted first-aid or rescue operations or procedures, by the Owner. INITIAL \_\_\_\_\_

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 Williamson County, Texas. INITIAL \_\_\_\_\_

I FURTHER ACKNOWLEDGE AND AGREE that this Agreement is intended to be as broad and inclusive 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 effect. INITIAL \_\_\_\_\_

I have carefully read this “Acknowledgement of Risk, Release & Indemnity Agreement” and fully know its contents. I acknowledge that no other inducement, assurance or guarantee has been made to me in consideration of my signing this Agreement, which I sign voluntarily and of my own free will. I further acknowledge and agree that this Agreement may be amended or modified only by a writing signed by me and by an authorized agent of the Owner.

I UNDERSTAND THAT BY MY SIGNATURE I AM GIVING UP SUBSTANTIAL RIGHTS,  
THAT I AM AGREEING NOT TO SUE OWNER, AND THAT I AM RELEASING AND  
HOLDING HARMLESS OWNER OF ALL LIABILITY.

Signed on \_\_\_\_\_.

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

Please indicate if Guest \_\_\_\_\_ or Minor (under age 18) \_\_\_\_\_

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

I, the undersigned, represent and warrant that I am the Member who invited the guest(s), or the Parent or Legal Guardian of the minor(s), whose name and signature appear above and hereby grant my permission and consent as to such guest(s) or minor(s). I have read the foregoing "Acknowledgement of Risk, Release & Indemnity Agreement" and fully know and understand its contents and acknowledge and agree to be bound by all its terms and conditions.

Signed on: \_\_\_\_\_

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

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

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