

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

CAUTION: PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN VALUABLE LEGAL RIGHTS TO SUE THE WEST TEXAS PRACTICAL SHOOTERS CLUB FOR ANY INJURIES OR DEATH YOU MAY SUFFER AS A RESULT OF THE TRAINING, EQUIPMENT, PROCEDURES, MATCH COMPETITION OR SUPERVISION PROVIDED IN CONNECTION WITH FIREARM SHOOTING ACTIVITIES.

WARNING: FIREARM SHOOTING ACTIVITIES COULD CAUSE SERIOUS INJURY OR EVEN DEATH

READ AND FULLY UNDERSTAND EACH PROVISION OF THIS AGREEMENT AND SO INDICATE BY INITIALING EACH PROVISION IN THE SPACE PROVIDED AFTER EACH PROVISION. SIGN AND DATE THE FORM.

IN CONSIDERATION OF THE WEST TEXAS PRACTICAL SHOOTERS CLUB allowing (please NEATLY PRINT your name)

(hereinafter referred to as "the participant") to utilize the facilities and equipment and to participate in shooting activities and its associated activities, including match competition it is agreed that::

1) PARTIES INCLUDED: The participant understands that this agreement includes The West Texas Practical Shooters Club, its partners, employees, members, directors, officers, instructors, agents, manufacturer, its partners, employees, instructors, and agents, the owner of the structures and/or land utilized for firearm shooting activities, and any public entity or public employee weather paid or volunteers (herein after collectively referred to in this agreement as The West Texas Practical Shooters Club). **(Initials)** _____

2) ASSUMPTION OF RISK: The participant is fully aware that firearm shooting activities and all associated activities including match competition is a inherently dangerous and contains inherent risk and dangers (including serious injury or death), that no amount of care, caution, instruction, or expertise can eliminate. The participant knows and understands that the participant alone is fully responsible for every shot that the participant fires and where that bullet lands/stops. The participant knows and understands the scope, nature, and extent of the risks involved in the activities contemplated by his/her agreement. The participant voluntarily, freely and unconditionally chooses to incur any and all such risks and dangers. **(Initials)** _____

3) EXEMPTION FROM LIABILITY: The participant hereby fully and forever discharges and releases The West Texas Practical Shooters Club from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of any damages, both in law and in equity, in any transportation to the shooting range, training, and shooting activities including not only the participants actual shooting time but any activity the participant engages in while on the WTPS ranges including but not limited to walking between berms, bays, or stages and waiting for the participants turn to shoot or while watching others shoot, or resulting from the negligence of The West Texas Practical Shooters Club or from any other cause or causes.. **(Initials)** _____

4) COVENANT NOT TO SUE: The participant agrees, for him/herself and his/her heirs, executors, administrators, distributes, guardians, legal representatives, or assigns, not to institute any suit or action at law, or otherwise, against The West Texas Practical Shooters Club nor to initiate or assist the prosecution of any claim for damages, or cause of action, which the participant, his/her heirs, executors, or administrators hereafter may have by reason of injury to the person of the participant or to his/her property arising from the activities contemplated by this agreement. **(Initials)** _____

5) INDEMNITY AGREEMENT: The participant agrees unconditionally, for him/herself and his/her heirs, executors, administrators, distributes, guardians, legal representatives, or assigns to indemnify and hold harmless The West Texas Practical Shooters Club from any and all losses, claims, actions, or proceedings of any kind which may be counsel fees incurred by The West Texas Practical Shooters Club, the participant, and indemnified parties, or any of them, for the defense of any such actions which may hereafter arise directly or indirectly from the activities of the participant while engaging in activities contemplated by this agreement. **(Initials)** _____

6) CONTINUATION OF OBLIGATIONS: The participant agrees and acknowledges that the terms and conditions of the above provisions, including ASSUMPTION OF RISK, EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, and INDEMNITY AGREEMENT shall continue in full force. The agreement shall be effective not only for the participant's first shooting activity but for any and all subsequent shooting or gathering activities in any way associated with The West Texas Practical Shooters Club. **(Initials)** _____

7) MODIFICATION AGREEMENT: This agreement can not be modified orally and a waiver of any provision shall not be construed as a modification of any provision herein, as a consent to any other provision herein, or as a consent to any subsequent waiver or modification. **(Initials)** _____

The participant currently has no physical or mental conditions that impairs his/her capability and the participant is fit to fully participate in all firearm shooting activities except as noted below (a blank space indicates no physical or mental conditions of impairment and are fully fit to participate) **(Initials)** _____ ... (List on back for more space)

Jurisdiction and venue for all disputes related to and/or arising out of this agreement shall be vested in the Superior Court, Lubbock County, Texas.

I HEREBY EXPRESSLY RECOGNIZE THAT THIS AGREEMENT IS A CONTRACT PURSUANT TO WHICH I HAVE RELEASED ANY AND ALL, CLAIMS AGAINST The West Texas Practical Shooters Club. RESULTING FROM MY PARTICIPATION OR IN OR A SPECTATOR OF, FIREARM SHOOTING ACTIVITIES INCLUDING ANY CLAIMS CAUSED BY THE NEGLIGENCE OF The West Texas Practical Shooters Club. I HAVE READ THIS AGREEMENT CAREFULLY AND FULLY AND UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL. I FURTHER CERTIFY THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER AND STATE THAT I AM NOT UNDER THE INFLUENCE OF ALCOHOL, DRUGS, AND/OR ANY OTHER MIND ALTERING SUBSTANCE.

Signature _____ Age _____ Date _____

Address _____
City _____ State _____ Zip _____ Phone _____

Signature of legal guardian if under 18: