

**BOERNE SHOOTING CLUB
RELEASE AND HOLD HARMLESS AGREEMENT**

I (print your name) _____ presently residing at

(Street Address) _____ (City, State, Zip Code)

And the legal guardian of _____ (the "Minor") on behalf of myself and the Minor, in consideration the right to enter and use the facilities and services of the Boerne Shooting Club (the "Boerne Shooting Club") do hereby enter in the Release and Hold Harmless Agreement (this "Agreement") on this _____ day of _____ 20, _____ and consent and agree that:

Initial here _____

1. Acknowledgement of Danger. I acknowledge that engaging in sport shooting is dangerous. I further acknowledge that no matter what precautions I may take, including but not limited to the wearing of various types of protective gear (including hearing and eye protection), that I could experience injury of a very serious nature and/or die as a result of an accident or incident. I therefore engage in such activities voluntarily and at my own risk.

Initial here _____

2. Assumption of Risks. I acknowledge and represent that I am familiar with the significant risks and dangerous nature, including but not limited to causing death or serious bodily injury to myself and others, and causing damage(s) to property, which originate from participating and otherwise engaging in sport shooting. I hereby assume any and all responsibilities and liabilities pertaining to such risks, whether to myself or to others and without limitation or qualification. There have not been any express or implied representations to me on behalf of the Boerne Shooting Club except as set forth in this Agreement.

Initial here _____

3. Physical and Mental Condition. I acknowledge that at the time of signing this Agreement I am in sufficient physical and mental condition to engage in sport shooting on this range.

Initial here _____

4. Comprehensive Release. I do hereby, on behalf of myself and my heirs' executors, administrators, assigns and legal and personal representatives, unconditionally and irrevocably release and discharge the Boerne Shooting Club, the Boerne Shooting Club's successors, assigns, owners, shareholders, directors, officers, employees, agents, representatives, attorneys, independent contractors, subsidiaries, and affiliates and each, every and all persons acting by, through, under or in concert with any of them (collectively, "Released Parties"). I further do hereby on behalf of myself and my heirs, executors, administrators, assigns and legal and personal representatives agree not to sue, or otherwise initiate legal, equitable or similar action or to otherwise file a complaint or other action for controversy resolution or otherwise seek losses, costs or expenses of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including without limitation, wrongful death, and any and all personal injuries, known or unknown, and death and/or personal injuries to third parties, and injuries to property, real or personal, known or unknown, against any of the Released Parties, caused by any reason whatsoever related to the Boerne Shooting Club and my sport shooting on or about the Boerne Shooting Club's premises and/or facilities.

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5. I AGREE THAT THE RELEASE AND INDEMNITY CONTAINED IN THIS AGREEMENT SHALL PERTAIN TO ANY CLAIMS WHICH MAY ACCRUE NOW OR IN THE FUTURE, WHICH WERE KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED AT THE TIME OF THE EXECUTION OF THIS AGREEMENT INCLUDING ANY INFORMATION OF ANY NATURE WHICH, IF KNOWN BY ME ON THE DATE OF EXECUTION OF THIS AGREEMENT, MAY HAVE MATERIALLY AFFECTED MY DECISION TO EXECUTE THIS AGREEMENT AND SPECIFICALLY THIS RELEASE. I FURTHER UNDERSTAND THAT THE RELEASE AND INDEMNITY SHALL APPLY EQUALLY TO INJURIES, DAMAGES OR CAUSES OF ACTION ATTRIBUTABLE TO OR ARISING OUT OF EITHER MY OWN NEGLIGENT ACTS OR OMISSIONS OR THE NEGLIGENT ACTS OR OMISSIONS OF THE BOERNE SHOOTING CLUB OR A THIRD PARTY.

Initial here _____

6. Indemnity. I hereby indemnify, without qualification or limitation, the Released Parties and defend and hold the Released Parties harmless from and against any and all claims, causes of action, demands or charges of every kind and nature, which any third party or person may claim to have or to hold for property damage or personal injuries or any other damages including death, arising from any cause or reason, of every kind and nature pertaining to this Agreement originating from my relationship with any of the Released Parties and any activity directly or indirectly arising from or contemplated by this Agreement.

Initial here _____

7. Governing Law; Attorney's Fees. This Agreement shall be governed by, and construed in accordance with the laws of the State of Texas. Should any party hereto institute any action or proceeding against the other party at law or in equity, or in connection with an arbitration, in connection with this Agreement, the prevailing party from such action shall be entitled to recover from the losing party or parties all attorneys' fees and costs for service rendered to the prevailing party in such action or proceeding.

Initial here _____

8. Additional Regulations. I have read and understand, and I agree to follow the regulations and guidelines set forth in the separate document entitled "BOERNE SHOOTING CLUB Shooting Range Shooting Regulations," a copy of which has been provided to me by the Boerne Shooting Club. I also understand that hearing and eye protection (even while using a scope) are mandatory at all Boerne Shooting Club shooting areas for all persons at all times. I agree that I will not fire or discharge any firearm or gun except in areas so designated by the Boerne Shooting Club. **Only 22 Long Rifle Ammunition will be used at the Boerne Shooting Club's ranges.** Where my initials appear above, I acknowledge that I have read, understood, and agreed to the provision beside those initials. In addition, my signature below indicates that I have read this entire Agreement, understand it completely, and agree to be bound by its terms. If this Agreement is being executed by me as a legal guardian on behalf of a person under the age of 18 years, then all provisions of this Agreement shall pertain to the undersigned and the Minor.

SIGNATURE _____

DATE _____

PHONE # _____

EMAIL ADDRESS _____