

## RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

Maxey Rifleman Gun Club, Inc.

[PRINT NAME] \_\_\_\_\_ hereinafter "Individual," in consideration of being allowed to come on the premises of MAXEY RIFLEMAN GUN CLUB, INC. (MAXEY) and to use its equipment and facilities, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Individual hereby agrees:

1. **Risks:** There are inherent risks associated with the handling or discharging of firearms, and the handling or firing of live ammunition. These risks vary considerably depending on the specific activity and the experience level of the persons involved. These risks may include but are not limited to the possibility of property damage, injury, damage to hearing or eyesight, paralysis, permanent disability, disfigurement, and even death. The risks may be caused by gunshots, malfunctions of ammunition or firearms, or mechanical failure; ricochets or injuries from flying objects; contamination by lead or other substances; dangerous conditions on the premises or with the improvements; motor vehicles or other equipment; plants, insects, animals, uneven terrain, and weather; ordinary risks associated with athletic and outdoor activities; the acts or omissions of the Individual, other persons, or the instructors; Acts of God; and/or other causes. Some of these risks may be known, but some may be unknown and unforeseeable.
2. **Release:** The Individual understands that MAXEY operates a shooting range and may provide equipment or facilities, but MAXEY is not responsible for providing insurance or guaranteeing safety. Individual agrees that MAXEY will not be liable for any Risks associated with the Individual's presence at the Facility, or use of the Facility or equipment by the Individual or others. The Individual acknowledges that the cost for membership and/or use of the Facility would be much higher if MAXEY was to provide that additional coverage. Individual therefore fully and completely releases MAXEY, its officers, directors, agents, and employees, and the owner of the land on which the Facility is located, from any Claims, to the fullest extent permitted by law. This release specifically includes any negligence by MAXEY and/or its officers, directors, employees, agents, volunteers, range safety officers, and other personnel, and the negligence of other individuals, members, competitors, guests, spectators, and other persons at the Facility. Individual further agrees to indemnify, hold harmless, and defend those persons and entities from any Claims asserted by Individual, his spouse and other family members, guests, spectators, and anyone else accompanying Individual at the Facility, and further covenants on his behalf and theirs not to file suit or assert any claim based in whole or part on those Risks. The Individual accepts and assumes those Risks, waives all Claims against MAXEY and its officers, directors, agents, and employees, and the owner of the land on which the Facility is located, for himself/herself and for his/her personal representative, heirs, successors, assigns, spouse, and family members and agrees to obtain his or her own insurance if desired. The Individual executes this document on his or her behalf, and also on behalf of his or her spouse, heirs, executors, administrators, family members, children, guests, spectators, and anyone else accompanying the Individual at the Facility at any time.
3. **Indemnification:** The Individual agrees to indemnify, hold harmless, and defend MAXEY and officers, directors, agents, and employees, and the owner of the land on which the Facility is located from any liability, fault, costs, expenses, claims, or legal actions arising out of or related to Individual's presence, acts, or omissions.
4. **Gun Safety:** The basic rules of safe gun handling are: 1. **ALWAYS** keep the gun pointed in a safe direction. 2. **ALWAYS** keep your finger off the trigger until ready to shoot. 3. **ALWAYS** keep the gun unloaded until ready to use. Know your target and what is beyond. The rules for safely using and storing a gun are: 4. Know your target and what is beyond. 5. Know how to use the gun safely. 6. Be sure the gun is safe to operate. 7. Use only the correct ammunition for your gun. 8. Wear eye and ear protection as appropriate. 9. Never use alcohol or over-the-counter, prescription or other drugs before or while shooting. 10. Store guns so they are not accessible to unauthorized persons. 11. Be aware that certain types of guns and many shooting activities require additional safety precautions. Individual represents that he or she knows and understands these rules, and will comply with them at all times when at the Facility. Individual promises to read and follow the Bylaws, Standard Operating Procedures, rules, and regulations established by MAXEY, and will obey all instructions

given by MAXEY or any of its officers, directors, employees, range safety officers, or instructors.

5. **Individual's Representations and Warranties:** The Individual represents and warrants that he and any family members, guests, spectators, and other persons accompanying the Individual at the Facility have a basic knowledge of gun safety, and sufficient knowledge to safely handle and operate any firearms or other equipment which will be used at the Facility. Individual agrees to supervise his family members, guests, spectators, and other persons accompanying the Individual at the Facility, to ensure that they remain safe and act safely, to make sure they follow all of MAXEY's policies while they are at or near the Facility, and to make sure each of them signs a Release in this same form, before they engage in any other activities at the Facility. Individual represents and warrants that he or she can read and understand the English language.
6. **General Terms and Conditions:** Individual's representations, indemnifications, and waivers in this agreement shall be construed as broadly and inclusively as permitted by law. If any term or provision of this agreement is held to be unenforceable or invalid, the enforceability of the remaining terms and provisions shall not be impaired. Individual hereby acknowledges and agrees that Individual has read this document and understand the terms within it, including its legal effect. Individual executes this agreement voluntarily. This agreement shall be governed under the law of the State of Texas. Venue for any lawsuit relating in any way to this Agreement or any other dispute involving Individual and MAXEY shall be in Lamar County, Texas. The provisions in this document shall never expire, and shall remain in full force and effect in perpetuity unless superseded by another agreement.
7. **Definitions:** As used herein:
- a. "Claims" shall include any and all claims, causes of action, liability, fault, costs, expenses, and legal or equitable actions of any kind arising from or related in any way to the Activity, or from the presence, acts, or omissions of MAXEY, other Individuals, the owners and operators of the Facility, or other persons present during the Activity. The term shall include, but not be limited to claims of negligence and gross negligence; personal injury, theft, property damage or destruction; wrongful death and survivor claims; premises liability; other tort claims; and all other claims of any kind. It shall include but not be limited to claims for damages, fines, exemplary damages, attorney's fees, court costs, and all other claims for money, equitable relief, or other relief of any kind.
  - b. "Facility" shall include the shooting range operated by MAXEY and any other premises which are subject to MAXEY's control, or on which an activity organized by MAXEY is conducted.
  - c. "MAXEY" shall refer to MAXEY RIFLEMAN GUN CLUB, INC.; its officers, directors, agents, and employees; and all instructors, trainers, range officers, coaches, independent contractors, organizations such as the International Defensive Pistol Association (IDPA), United States Practical Shooting Association (USPSA), National Rifle Association (NRA), Texas State Rifle Association (TSRA), Civilian Marksmanship Program (CMP), Texas 4-H Shooting Sports, Boy Scouts of America, and other persons, clubs, or organizations involved in any way in activities conducted at the Facility.

**[CHECK ONE]:**

\_\_\_\_\_ Individual represents and warrants that he/she is eighteen years of age or older.

\_\_\_\_\_ Individual is under eighteen years of age.

If Individual is under eighteen years old, Individual's parent or guardian signs this document individually and for of himself or herself and the minor Individual, accepts all of the terms in this document; and authorizes the minor Individual to possess, store, carry, and use firearms and ammunition, including handguns and handgun ammunition, and to come on MAXEY's premises and use MAXEY's equipment and facilities.

\_\_\_\_\_  
**SIGNATURE**

(parent or guardian of minor Individual)

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**DATE**