

**TEXARKANA GUN CLUB, INC.  
ACKNOWLEDGEMENT OF RISK  
RELEASE & INDEMNITY AGREEMENT**

1. I hereby acknowledge that I have voluntarily applied to enter on to and to engage in or to observe shooting and other activities at the Texarkana Gun Club, Inc. shooting range (the "RANGE"). I further acknowledge and understand that "shooting and other activities" includes any and all activities of any kind whatsoever in which I engage or observe while at the Range, whether sponsored by the Texarkana Gun Club, Inc. or not.
2. **I ACKNOWLEDGE AND UNDERSTAND THAT SHOOTING ACTIVITIES** 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 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.**
3. I FURTHER ACKNOWLEDGE AND UNDERSTAND that the nature and condition of the Range facilities, premises and environment is such that both known and unanticipated hazards exist which create or contribute to both known and unanticipated risks inherent in entering on to the Range, in using Range facilities and in engaging in or observing any activities of any kind whatsoever while at the Range. I understand that such hazards and risks cannot be eliminated without compromising the essential qualities of the Range facilities, equipment, premises and environment. I acknowledge and understand that the Texarkana Gun Club, Inc. has 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.
4. I FURTHER ACKNOWLEDGE AND UNDERSTAND that the Texarkana Gun Club, Inc. 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, ammunition, eye/hearing protection, and first-aid supplies.
5. **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. I AGREE TO ABIDE BY ALL TEXARKANA GUN CLUB, INC. BY-LAWS AND RANGE RULES.**
6. I FURTHER AGREE to assume all responsibility and liability for any negligent, reckless or criminal act or omission to act of my guests at the Range. I understand that "Guests" includes any person who is not a member of the Texarkana Gun Club, Inc. who enters onto the Range, who uses the Range facilities or who engages in or observes shooting and other activities at the Range as a result of my express or implied invitation, permission or consent. I agree that I will ensure that each of my guests read and sign an "Acknowledgement of Risk, Release & Indemnity Agreement."
7. I hereby RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS the Texarkana Gun Club, Inc., its officers, directors, attorneys, agents, employees, contractors, volunteers, guests and affiliated individuals or organizations of the Texarkana Gun Club, Inc., 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 guests entering on to the Range, from 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 to act, including negligent or omitted first-aid or rescue operations or procedures, by the Texarkana Gun Club, Inc.
8. I hereby INDEMNIFY the Texarkana Gun Club, Inc., its officers, directors, attorneys, agents, employees, contractors, volunteers, guests and affiliated individuals or organizations of the Texarkana Gun Club, Inc., from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, that any party, including but not limited to me, my next of kin, heirs, guardians, representatives or assigns, any guest of mine, any next of kin, heirs, guardians, representatives or assigns of any guest of mine, or any other third party or entity claiming injuries or damages from the actions or inactions of me or any guest of mine for property damage, personal injury or death resulting from me or my guests entering on to the Range, from 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 to act, including negligent or omitted first-aid or rescue operations or procedures, by the Texarkana Gun Club, Inc. This indemnification includes any expenses, including but not limited to attorney fees, incurred in the defense of any claims brought by or for any of the aforesaid persons, including third parties, as well as any damages awarded through litigation, mediation, ADR, or any other form of settlement in or out of court. It is my intent that no claim of any person or entity through me or my guests, or any claims of any person or entity against me or my guests shall ever cause the Texarkana Gun Club, Inc., to incur any expense of any kind whatsoever.

9. I UNDERSTAND that amateur or commercial still, video and/or motion picture photography may occur during my presence on the Range and that I may be incidentally included in such photography. Should I wish to be excluded from such photography, I understand that it is my responsibility to be aware of photographic activity and remove myself from the area or event being photographed. Absent such action on my part, I hereby grant the Texarkana Gun Club, Inc., its sponsors and beneficiaries, the right to use my photographic image in the promotion of the Texarkana Gun Club, Inc. or shooting sports in general, in accordance with accepted journalistic practice.
10. 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, contrary to law, void or otherwise unenforceable, then such portion does not void any other part of this agreement, and that the remaining provisions or portions shall continue and remain in full legal force and effect.
11. **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 remain in full force and effect from the date of execution and shall be applicable to each and every occasion that I or any guest enter on to the Range, use Range facilities or equipment or engage in or observe shooting and other activities at the Range.**

I have carefully read this Agreement and I understand 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 Texarkana gun Club, Inc.

**I UNDERSTAND THAT BY MY SIGNATURE I AM GIVING UP SUBSTANTIAL RIGHTS AND THAT BY SIGNING THIS AGREEMENT I AGREE NOT TO SUE THE TEXARKANA GUN CLUB, INC. I ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF TEXAS AND THAT VENUE FOR ANY ACTION OR PROCEEDING SHALL BE IN BOWIE, COUNTY, TEXAS.**

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

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

City, ST, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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

**I hereby represent and warrant that I am the Member who invited the above named guest, or the parent or legal guardian of the minor, whose name and signature appear above, and I hereby grant my permission and consent as to such guest or minor.**

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