

TEXAS STAR SHOOTING RANGE & CAPITOL AREA PRACTICAL SHOOTING

ASSUMPTION OF RISK, WAIVER, RELEASE, INDEMNIFICATION, AND COVENANT NOT TO SUE

THIS IS A LEGALLY BINDING AGREEMENT SETTING FORTH CERTAIN TERMS AND CONDITIONS UNDER WHICH, AND IN CONSIDERATION OF WHICH, YOU ARE ALLOWED TO PARTICIPATE IN TODAY'S CAPITOL AREA PRACTICAL SHOOTING (CAPS) CLASS, EVENT OR WORKSHOP AT THE TEXAS STAR SHOOTING RANGE. READ IT CAREFULLY AND DO NOT SIGN IT IF YOU DO NOT UNDERSTAND IT OR ARE NOT WILLING TO ACCEPT ALL OF THE TERMS AND CONDITIONS IN IT.

You understand and acknowledge that guns and ammunition are destructive devices capable of causing serious injury or death, and are inherently dangerous. You also understand that shooting also is inherently dangerous and may result in serious injury or death. You represent that you are attending today's class, event or workshop voluntarily and that no one has led you to believe, nor do you believe, that CAPS and/or TSSR has taken any precautions to protect your safety. In consideration of being allowed to participate in today's class, event or workshop and remain on TSSR property during the class, event or workshop, you agree as follows:

You have assumed, and do hereby assume, all of the risks—including but not limited to substantial risks to your safety and life—associated with your presence at and use of TSSR and CAPS facilities and participation in today's class, event or workshop;

You will abide by all of the rules and regulations of TSSR and CAPS, and the directions of the range officers; that you will use eye and hearing protection at all times when shooting activity is nearby; and

You, on behalf of yourself and your heirs, representatives, administrators, and assigns and anyone claiming through you, fully, irrevocably, and forever waive, release, and discharge CAPS and its directors, officers, members, agents, and representatives, affiliated organizations, and all other match participants (all of the foregoing individually and collectively "Released Parties"), from and against any and all claims for personal injury and/or death to yourself or any other person, for property damage of any sort, and for any other claims, demands, causes of action, costs, expenses, attorneys fees, court costs, and liabilities whatsoever relating in any way to today's class, event or workshop or your presence on TSSR property (all of the foregoing individually and collectively "Claims"). You further agree to indemnify, defend, and hold harmless all Released Parties from and against any and all Claims arising out of or relating to your presence on TSSR property and/or your participation in today's match. You further agree and represent that neither you, nor anyone claiming through you, will bring or maintain any suit or cause of action, or make any claim against, against any Released Party relating in any way to today's match.

THE WAIVER, RELEASE, AND INDEMNIFICATION PROVISIONS PROVIDED FOR IN THIS AGREEMENT ARE AGREED TO IN EVERY DETAIL, ARE INTENDED TO BE GIVEN FULL AND LITERAL EFFECT, AND SHALL BE APPLICABLE WHETHER OR NOT ANY CLAIM ARISES SOLELY OR IN PART FROM THE GROSS, ACTIVE, PASSIVE, OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANY RELEASED PARTY. YOU HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THIS STATEMENT COMPLIES WITH THE "EXPRESS NEGLIGENCE RULE" AND CONSTITUTES NOTICE