

Crazy Gun Dealer

ACKNOWLEDGEMENT OF RISK, RELEASE & INDEMNITY AGREEMENT

("AGREEMENT")

I, _____, hereby acknowledge that I have applied to enter on to and to engage in or to observe shooting and other activities at the Crazy Gun Dealer 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 Crazy Gun Dealer or not.

I ACKNOWLEDGE AND UNDERSTAND THAT SHOOTING ACTIVITIES ARE INHERENTLY HAZARDOUS

and involve **known, unknown 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 or shooting myself or others (Gunshot wounds); Death; Permanent Disability; Head trauma and facial injuries ; Fractures, dislocations, sprains, strains and other soft tissue injuries; Contusions, lacerations, abrasions, and various forms of blunt force trauma; Impacts with other individuals or participants and/or their equipment; Perils and hazards arising from other guests; 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; Bullet ricochets and/or "splash backs", Splash backs are bullets that hit steel or other hard surfaces and fragment, The fragments fly back toward the firing line and may cause bodily harm if it strikes a shooter or observer; A defective bullet or firearm may blow up in a shooter's face or hand, causing injury.

I understand that such risks cannot be eliminated without compromising the essential qualities of shooting activities.

INITIAL_____

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the nature and condition of the RANGE facilities, Premises and environment is such that **known, unknown and unanticipated hazards** exist which create or contribute to **known, unknown 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. The hazards include, but are not limited to: slippery, loose or falling soil and rocks; unimproved, unmaintained, or uneven terrain, walkways, steps and roads; poisonous or dangerous plants, reptiles, insects and other animals; and falling trees and tree branches; Perils and hazards arising from natural features, plants, animals, insects, wet surfaces, tripping hazards and other types of contact with man-made and natural features; Perils and hazards arising from equipment failure or malfunction and potential misjudgment by staff; Remote locations that can delay the delivery of emergency medical services.

I understand that such hazards and risks cannot be eliminated without compromising the essential qualities of the RANGE facilities, equipment, premises and environment. **INITIAL**_____

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the Crazy Gun Dealer 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. **INITIAL**_____

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the Crazy Gun Dealer 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. **INITIAL**_____

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the activities in which I (or my child) will engage at or near the Range involve inherent and other risks. Some of those risks are described herein, others are unknown or unanticipated and I acknowledge that the activities are strenuous and dangerous and require a certain degree of physical condition, ability, maturity, and skill, I acknowledge that I am solely responsible for determining my (or my child's) suitability to participate in the

activities. I have (or my child has) the requisite skills, qualifications, physical and mental ability, and training necessary to properly and safely participate in the activities.

I understand that these activities are extremely dangerous and possibly life threatening. I (or my child) share(s) responsibility for my (his/her) safety and will follow instructions, make reasonable decisions, and act responsibly. The shooting range cannot ensure my (or my child's) safety and cannot eliminate all of the risks of the activities because they are inherent of the activity. I choose to voluntarily participate (or allow my child to participate) and observe the activities despite all risks. I assume all inherent and other risks and accept responsibility for any property damage and loss, and for any personal injury, illness, disability, emotional distress, and death that I (or my child) may suffer, whether described above or not. **INITIAL**_____

In consideration of the Range providing services and facilities and allowing me (or my child) to participate in or observe the activities, I agree to the following:

Waiver and Release: I, (and on behalf of my child) agree to forever release and discharge the Range from and agree not to sue for any and all liability or claims I (or my child) may have for any property damage and loss, personal injury, emotional distress, illness, disability, and death, related to my (or my child's) participation or observation in the activities or use of any equipment or facilities. This release is for any type of claim, including breach of contract, fraud, or any other type of suit and includes losses alleged to be caused by negligence of Range to the fullest extent permitted by law. **INITIAL**_____

Indemnity: I agree to defend, indemnify (meaning to pay or reimburse any amount required to be paid, including attorney fees) and hold the Range harmless from all claims, causes of action, liability, losses, or damages for any property damage, property loss or theft, personal injury, disability, death or other loss brought by or on behalf of me, my child, a family member, my estate, another participant or spectator, or any other person arising from or relating to my (or my child's) use of the property, facilities, and/or participation in the activities, including claims that the Range was negligent. **INITIAL**_____

Being fully aware of all risks stated above and As lawful consideration for being permitted by the Crazy Gun Dealer to enter on to the RANGE, to use RANGE facilities or equipment and to engage in or observe shooting and other activities at the RANGE, as either a Member or a Guest, I agree as follows:

I EXPRESSLY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS KNOWN, UNKNOWN and UNANTICIPATED 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. INITIAL_____

I AGREE to assume all responsibility and liability for any act or acts, even any negligent, reckless or criminal act or omission to act, of my Guests at the RANGE (I understand that "my Guests" includes any and all persons who are not a Member of the Crazy Gun Dealer Range who enter on to the RANGE, use the RANGE facilities or engage in or observe shooting and other activities at the RANGE as a result of my express 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." **INITIAL**_____

I AGREE to abide by all Crazy Gun Dealer and RANGE Rules, and to ensure that my Guests do so as well. **INITIAL**_____

It is my EXPRESS INTENT and I FULLY AGREE that I, my next of kin, heirs, guardians, representatives and assigns **HEREBY RELEASE AND FOREVER DISCHARGE AND AGREE NOT TO SUE CRAZY GUN DEALER** and It is **my EXPRESS INTENT that this release SHALL FULLY BIND my next of kin, spouse, heirs, guardians, representatives and assigns whether I am alive or dead to FOREVER DISCHARGE AND AGREE NOT TO SUE CRAZY GUN DEALER** (I understand that Crazy Gun Dealer includes any and all officers, directors, attorneys, agents, employees, contractors, volunteers, guests, landlords, property owners, tenants and affiliated individuals or organizations of the Crazy Gun Dealer.) 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, 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 Crazy Gun Dealer. **INITIAL**_____

I AGREE that I, my next of kin, heirs, guardians, representatives and assigns HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS the Crazy Gun Dealer from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, including reasonable attorneys' fees and costs, that I, my next of kin, heirs, guardians, representatives or assigns, my Guests, or anyone else, may have for property damage, personal injury or death, whether suffered by me, by my Guests, or by anyone else, resulting from me or my Guests entering on to the RANGE, 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 Crazy Gun Dealer. **INITIAL**_____

I AGREE and FULLY BIND that I, my next of kin, heirs, guardians, representatives and assigns HEREBY AGREE TO BE FULLY LIABLE to the Crazy Gun Dealer that if I, my guest or child, should use a firearm intentionally, accidentally, unknowingly or for any reason, to inflict body injury or death to myself or others at the Range, **that my estate, next of kin, heirs, guardians, representatives and assigns shall be financially responsible to the Crazy Gun Dealer for all actual and perceived costs and losses due to my actions plus treble damages of all those costs.** **INITIAL**_____

I ACKNOWLEDGE AND AGREE that this Agreement shall be interpreted and enforced under the laws of the State of Texas, and that the venue for any action or proceeding shall be the State of Texas, without regard for the conflict of law rules of the State of Texas. **INITIAL**_____

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, void or otherwise unenforceable, I agree and intend that the remaining provisions or portion shall continue and remain in full legal force and effect. **INITIAL**_____

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 ever after and shall be applicable to each and every occasion that I or my Guests enter on to the RANGE, use RANGE facilities or equipment or engage in or observe shooting and other activities at the RANGE. **INITIAL**_____

I have carefully read this "Acknowledgement of Risk, Release & Indemnity Agreement" and fully know 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 Crazy Gun Dealer. **INITIAL**_____

I UNDERSTAND THAT BY MY SIGNATURE I AM GIVING UP SUBSTANTIAL RIGHTS, THAT I AM AGREEING NOT TO SUE CRAZY GUN DEALER AND RELEASING AND HOLDING HARMLESS CRAZY GUN DEALER OF ALL LIABILITY. **INITIAL**_____

In signing this release, I acknowledge and represent that:

A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed; INITIAL_____

B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made; INITIAL_____

C. I am at least eighteen (18) years of age and fully competent; or I am under the supervision of a fully competent adult;
INITIAL_____

D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same. **INITIAL**_____

In witness whereof, I have hereunto set my hand and seal this day of _____ **(date)**

Participant Signature: _____ Date_____

Printed:_____

Address: : _____

City/St/Zip: : _____

Witness Signature: _____ Date_____

Printed:_____

Address: : _____

City/St/Zip: : _____

COMPLETE BELOW IF YOU BROUGHT A GUEST OR MINOR

I, the undersigned, represent and warrant that I am the Member who invited the Guest, or the Parent or Legal Guardian of the Minor, whose name and signature appear above and hereby grant my permission and consent as to such Guest or Minor. I have read the foregoing "Acknowledgement of Risk, Release & Indemnity Agreement" and fully know and understand its contents and acknowledge and agree to be bound by all its terms and conditions.

Participant Signature: _____ DATE_____

Printed:_____

Address: : _____

City/St/Zip: : _____