

# Washington County Shooting Club

## IDPA, 3-Gun or any Range Day Activities by Washington County Shooting Club WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION

In consideration of and as a new condition to me being allowed to participate in any shooting activities by Washington County Shooting Club, I hereby expressly state and agree to be bound by:

\_\_\_\_ 1. Voluntary Participation: Physical and Mental Health. I understand that the use of the facility is voluntary. I hereby represent that I am in good physical and mental health and that I have no reason to believe that I am not in good physical and mental health.

\_\_\_\_ 2. Obligation to inspect the facility and equipment. I agree that prior to use I shall inspect the facility and equipment to be used. If I believe there is anything unsafe, I will immediately advise the Match Director / Range Master of such unsafe condition and shall not use the facility or such equipment.

\_\_\_\_ 3. Identification of Risks. I understand that my use of the facility and the equipment therein involves risk of property damage; injury without limitations; and/or brain and spinal cord injuries that may cause paralysis, disability, and/or death. I understand the nature and seriousness of these risks and voluntarily assume, incur, and accept these risks.

\_\_\_\_ 4. Assumption of Risk. I acknowledge and understand that various types of firearms will be used at this event, that they will be all around me at all times, and that such firearms are designed as weapons that fire projectiles at extremely high speeds, such that the impact of the projectiles with a human body will likely result in serious injury or death. I understand that before engaging in any physical training, exercise program, or athletic activity, it is recommended that I consult with a physician. I am physically and psychologically ready to use the facility and assume all risks, known or unknown, foreseeable or unforeseeable, connected with my use of the facility. I accept the personal responsibility for any liability, injury, loss or damage in any way connected with my use of the facility and/or the equipment of the facility.

\_\_\_\_ 5. WAIVER AND RELEASE. I HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE WASHINGTON COUNTY SHOOTING CLUB, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, GENERAL PARTNERS, LIMITED PARTNERS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY REFERRED TO HEREIN AS WASHINGTON COUNTY SHOOTING CLUB) FROM ANY AND ALL CLAIMS, RIGHTS, DEMANDS, AND CAUSES OF ACTION, OF ANY KIND WHATSOEVER, FOR LIABILITY, INJURY, LOSS OR DAMAGE THAT IS PHYSICAL, MENTAL, PECUNIARY, KNOWN, UNKNOWN, FORESEEN, OR UNFORESEEN IN ANY WAY CONNECTED WITH THE USE OF THE FACILITY OR THE EQUIPMENT LOCATED THEREIN OR MY PRESENE ON OR ABOUT THE FACILITY, WHETHER OR NOT CAUSED IN THE WHOLE OR PART BY THE NEGLIGENCE OF WASHINGTON COUNTY SHOOTING CLUB. I INTEND FOR THIS WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION TO ALSO INCLUDE MY ESTATE, PERSONAL REPRESENTATIVES, HEIRS, BENEFICIARIES, NEXT OF KIN OR ASSIGNORS WHO MIGHT PURSUE ANY LEGAL ACTION OR CLAIM FROM ANY AND ALL CLAIMS, RIGHTS DEMANDS, AND CAUSES OF ACTION, OF ANY KIND WHATSOEVER, FOR ANY LIABILITY , INJURY, LOSS OR DAMAGE I MAY SUSTAIN OR THAT IS SUFFERED BY ME WHILE ENTERING, EXITING, OCCUPYING, OR USING PROPERTY REAL OR PERSONAL, IN WHICH WASHINGTON COUNTY SHOOTING CLUB HAS AN INTEREST, WHETHER OR NOT SUCH INJURIES, LOSSES, OR LIABILITIES ARE CAUSED IN WHOLE OR PART BY THE NEGLIGENCE OF WASHINGTON COUNTY SHOOTING CLUB.

\_\_\_\_ 6. I hereby agree to hold harmless and indemnify WASHINGTON COUNTY SHOOTING CLUB and its directors and Officers, from any and all causes of action, judgments or claims that may come about as a direct or indirect result of my participating in any WASHINGTON COUNTY SHOOTING CLUB activity. The indemnification shall include all causes of action, judgments, or claims that may come about as a direct or indirect result of the negligence, in whole or part, of Washington County Shooting Club.

\_\_\_\_ 7. Medical Treatment. I agree to be solely responsible for all medical expenses incurred with my use of the facility.

\_\_\_\_ 8. Severability. I understand that this Waiver, Release of Liability, and Indemnification is intended to be as broad and inclusive as permitted by law and that if any portion of hereof is held invalid, I agree that the balance shall continue in full legal force and effect. I further agree that if this Waiver, Release of Liability and Indemnification, is not valid as such in Texas, it should be construed as a covenant not to sue.

### Please initial lines 1-8 above and sign below.

I HAVE READ THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION VOLUNTARILY.

_____ SHOOTER	_____ PRINTED NAME	_____ DATE	_____ SIGNATURE
_____ PARENT OR GUARDIAN	_____ PRINTED NAME	_____ DATE	_____ SIGNATURE
_____ WITNESS	_____ PRINTED NAME	_____ DATE	_____ SIGNATURE

EMAIL ADDRESS \_\_\_\_\_