

THIS IS A LEGAL DOCUMENT AFFECTING YOUR RIGHTS AND RESPONSIBILITIES. PLEASE READ IT CAREFULLY

BEFORE SIGNING

EAGLE GUN RANGE

ASSUMPTION OF RISK, INDEMNIFICATION, AND RELEASE AGREEMENT

This Assumption of Risk, Indemnification, and Release Agreement (the "Agreement") is entered into by and between EAGLE GUN RANGE, INC. (the "Company"), and _____ ("Participant") and together with Company, the "Parties").

As used herein, the term "Related Parties" means any officers, directors, partners, employees, sponsors, agents, instructors, guests and invitees, assigns and successors in interest of the Company. The term "Property Condition" means any natural or artificial feature of or improvement to the Premises any condition existing on or affecting the Premises or any such feature or improvement. As used herein, "Participant" shall also mean and include minor children in the control of or custody of the Participant, and Participant's heirs, agents, assigns, beneficiaries, executors and administrators, guests and invitees of the Participant. Participant understands, acknowledges, and accepts that the use of firearms and being in the vicinity of others who are using firearms are **inherently dangerous activities** that may cause serious injury or death. Participant has disclosed all existing health issues that could affect Participant's participation in the activities described herein. Whereas, in return for instruction in firearms, use of the property located at 491 W. Valley Ridge Blvd. Lewisville, TX 75057 (the "Premises"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participant agrees to the following:

ASSUMPTION OF RISK. The Participant knowingly and voluntarily assumes all risks of any kind or nature by entering the Premises and taking part in inherently dangerous activities, which include, but are not limited to, instruction in the use of firearms, the discharge of firearms, the firing of live ammunition, observing the firing of live ammunition, accidental discharge of firearms. Participant knowingly and voluntarily assumes the risk of loss of personal property through misplacement, loss or theft while on the Premises. Participant knowingly and willingly assumes all risk of all injury, including but not limited to, disability, emotional pain and suffering, death to Participant, to property, or to third parties. Participant understands that such risk cannot be eliminated without jeopardizing the essential qualities to these inherently dangerous activities. Participant expressly agrees and promises to accept and assume all risks existing with these inherently dangerous activities and Participant's participation is purely voluntary and Participant elects to participate in spite of the risks.

INDEMNITY. To the fullest extent permitted by applicable law, Participant agrees, to indemnify, defend, release, and hold harmless the Company and/or any of its Related Parties from and against any and all claims, suits, actions, losses, costs, liabilities, and damages (including, but not limited to, attorneys' fees, costs of litigation, penalties, interest and amounts paid in settlement) for injury to any person of any kind or nature including, without limitation to, death, theft, or for damage to the property of any person, resulting in any manner from (a) the use by or presence on the Premises (or any member of the Participant's party), (b) any act or omission of Participant (or any member of Participant's party), and/or (c) any Property Condition, **EVEN IF ANY SUCH INJURY, DEATH OR PROPERTY DAMAGE IS OR IS ALLEGED TO RESULT FROM THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY (WHETHER OF COMMON LAW OR STATUTORY ORIGIN), OR (TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW) ANY OTHER STATUTORY LIABILITY OF THE COMPANY OR ANY OF THE COMPANY'S RELATED PARTIES.**

RELEASE AND WAIVER. The Participant hereby releases, discharges and acquits the Company and/or any of its Related Parties from any and all liability for any injury loss or damage to Participant of any kind or nature, including, without limitation to, death, or for damage to any property of Participant resulting in any manner from the course of instruction; participation in the inherently dangerous activity of handling a firearm; nonparticipation in the inherently dangerous activities on the Premises; the Premises, including any latent defects in the Premises; the Participant's presence on or use of said Premises; and the discharge of firearms, **EVEN IF ANY SUCH INJURY, DEATH OR PROPERTY DAMAGE IS OR IS ALLEGED TO RESULT FROM THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY (WHETHER OF COMMON LAW OR STATUTORY ORIGIN), OR (TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW) ANY OTHER STATUTORY LIABILITY OF THE COMPANY OR ANY OF THE COMPANY'S AFFILIATES.**

Participant hereby acknowledges and agrees that he/she has read, understands, and will at all times abide by all EAGLE GUN RANGE'S Rules and Procedures, currently stated or amended from time to time. Participant acknowledges that prior to entry on the premises of EAGLE GUN RANGE, Participant has read and fully understands the Rules and Procedures. Participant further acknowledges the right of the Company to immediately terminate the Participant's participation in activities upon any failure of the Participant to fully comply with all of Eagle Gun Range's Rules and Procedures. I hereby state that I am under no legal injunction or impediment of any degree that prohibits my owning, possessing, handling or using any of the firearms used on the Premises. It is intended that this Agreement be valid and binding for all visits to Eagle Gun Range upon Participant's signature for now and any time in the future.

Participant acknowledges and agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. **THE PARTICIPANT WARRANTS THAT HE/SHE HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS IT.**

PARTICIPANT WARRANTS THAT HE/SHE IS OF LEGAL COMPETENCE OR LEGAL CAPACITY AND IS FREE, WITHOUT DURESS, TO EXECUTE THIS AGREEMENT, AND THAT IT HAS DONE SO OF FREE WILL AND ACCORD WITHOUT RELIANCE ON ANY REPRESENTATION OR RELIANCE OF ANY KIND OR CHARACTER NOT EXPRESSLY SET FORTH HEREIN.

Printed Name of Participant

Date

Signature of Participant

If user is under 19 years old: Parent/Guardian Consent

I, as parent or guardian of the above minor under 19 years of age, hereby consent, on behalf of the said minor, to the terms and conditions set forth in this Agreement.