

RELEASE OF LIABILITY AND ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS, HAZARDS, AND DANGERS

I hereby ACKNOWLEDGE AND AFFIRM that I am a member, customer, or guest of a member or customer of the One In One Hundred Gun Club, Inc., a Texas nonprofit corporation and that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including but not limited to the right and privilege to observe or participate in either one or more of clay target, shotgun, rifle, handgun or archery shooting activities or fishing during daily business or during an event on the grounds of the One In One Hundred Gun Club (hereinafter collectively referred to as "Activities") located at 1228 FM 421, Lumberton, Hardin County, Texas 77657 (hereinafter such location and the property owned, leased, operated by the One In One Hundred Gun Club to collectively be referred to as the "Premises").

I further hereby ACKNOWLEDGE AND AFFIRM that the execution and delivery of this Release of Liability and Acknowledgement and Acceptance of Risk (this "Agreement") is required before I participate in Activities on the Premises and that I am not permitted to participate in Activities on the Premises before the execution and delivery of this Agreement.

I further ACKNOWLEDGE AND UNDERSTAND that numerous dangerous conditions, risks, and hazards exist on the Premises or arise or occur during observing or participation in Activities on the Premises and that I and my property will be exposed to numerous dangerous conditions, risks, hazards including BUT NOT LIMITED TO: poisonous snakes, insects, and spiders; erosion and general condition of the land both on and off roadways or conditions creating rough, hazardous, and dangerous driving and walking conditions; animals both wild and domestic, which may be diseased and/or potentially dangerous; deep water; flying targets or portions of targets, ammunition ricochets or skipping, dangerous equipment including target launchers, metal targets, batteries, and other electrical components, other persons with firearms on or off the Premises, and use of vehicles for a purpose which may or may not be intended. I further hereby covenant represent, and warrant that I EXPRESSLY ASSUME ALL SUCH RISKS, HAZARDS, AND DANGERS with the understanding that I am exposing both my person and property to the same and that such risks, hazards, and dangers could result in injury or death to me or damage or loss of my property.

I, ON BEHALF OF MYSELF, MY HEIRS, BENEFICIARIES, SUCCESSORS OR ASSIGNS, DO HEREBY RELEASE AND AGREE TO PROTECT, INDEMNIFY AND HOLD HARMLESS, THE ONE IN ONE HUNDRED GUN CLUB AND ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, (HEREIN COLLECTIVELY CALLED THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OF ANY SORT AND DAMAGES, INCLUDING ATTORNEYS FEES RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANYWISE RESULTING FROM MY USE OF THE PREMISES AND OBSERVATION OR PARTICIPATION IN ACTIVITIES, REGARDLESS OF WHETHER SAME MAY RESULT FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY RELEASED PARTIES, OR FROM STRICT LIABILITY, OR OTHERWISE; AND I INTEND TO RELEASE AND INDEMNIFY THE RELEASED PARTIES FROM THEIR OWN NEGLIGENCE, FROM STRICT LIABILITY, AND ALL OTHER THINGS TO THE FULL EXTENT I MAY LAWFULLY DO SO. I FURTHER COVENANT AND AGREE FOR MYSELF, MY HEIRS, BENEFICIARIES, SUCCESSORS AND ASSIGNS, THAT I WILL NOT MAKE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST ANY OF THE RELEASED PARTIES.

I FURTHER AGREE THAT Released Parties have not made and do not make any REPRESENTATIONS, AGREEMENTS, CONDITIONS, WARRANTIES, REPRESENTATIONS, UNDERSTANDINGS OR PROMISES OF ANY KIND, EXPRESS OR IMPLIED, regarding the condition of the Premises or the activities.

_____/_____/_____
 Print Name (Participant) / Sign Here / Date

(If a participant is less than 18 years of age the following must be signed by Participant's parent or legal guardian.)

I, the undersigned, am the parent or legal guardian of the Participant. I have read this Release and Indemnity Agreement and in consideration of Participant's participation and acceptance as a participant in this Event agree on Participant's behalf to be bound by its terms and conditions.

_____/_____/_____
 Print Name (Parent/Legal Guardian) / Sign Here / Date