

## Participant Agreement, Release and Assumption of Risk

In consideration of the services of Slidell Ranch, LLC and Fossil Pointe Sporting Grounds LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as SR, LLC), I hereby agree to release, indemnify and discharge SR, LLC on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that target practice and sport shooting at as shooting range entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** Participants may result in the undersigned or third parties being shot by a firearm; suffering hearing loss; eye injury or loss; inhalation or contact with airborne contaminants and or flying debris.

Furthermore, SR, LLC, employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warning or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. Participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SR, LLC and Fossil Pointe, LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SR, LLC and FP, LLC's equipment or facilities, **including any such claims which allege negligent acts or omissions or SR, LLC and FP, LLC.**
4. Should SR, LLC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against SR, LLC or FP, LLC, I agree to do so solely in the state of Texas, and I further agree that the substantive law of Texas shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived by right to maintain a lawsuit against SR, LLC and FP, LLC on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Date \_\_\_\_\_  
Email \_\_\_\_\_

### **Parent's or Guardian's Additional Information (Must be completed for participants under the age of 18)**

In consideration of (Print Minor's Name) \_\_\_\_\_ ("Minor") being permitted by SR, LLC and FP, LLC to participate in its activities and to use its equipment and facilities, I agree to indemnify and hold harmless SR, LLC and FP, LLC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor.