

# Waiver and Assumption of Risks

I HEREBY ACKNOWLEDGE that I have voluntarily applied for membership and/or have agreed to participate in shooting activities or events to be held on the property controlled, leased or owned by *“the property owner(s)”*, and hosted by the *“the hosting club(s)”*. Shooting activities include not only my actual shooting time, but any activity I engage at while on the property, including but not limited to, walking to and from shooting lanes and between lanes and waiting for my turn to shoot, and/or my use of the recreation area or other facilities on the property controlled by *“the property owner(s)”*, or *“the hosting club(s)”*.

AS LAWFUL CONSIDERATION for having been permitted by *“the property owner(s)”*, *“the hosting club(s)”*, and associated individuals, to participate in these activities and use of the facilities, I HEREBY AGREE THAT I, my heirs, guardians, legal representatives and assigns **HOLD HARMLESS FOR NEGLIGENCE** and **WILL NOT SUE**, make claims against, attach property of, or prosecute *“the property owner(s)”*, *“the hosting club(s)”* and/or any of its members, and/or any of its/their sponsors, owners, partners, employees, or affiliated organizations from all claims or demands I, my heirs, guardians, legal representatives, or assigns now have or may have hereafter have FOR INJURY OR DAMAGE resulting from my membership, or my PARTICIPATION IN SHOOTING ACTIVITIES.

**I AM AWARE THAT SHOOTING SPORTS ARE INHERENTLY HAZARDOUS ACTIVITIES, AND, DESPITE KNOWING THIS, I CONTRACTUALLY ASSUME THE RISKS FOR GROSS NEGLIGENCE ON THE PART OF THE “PROPERTY OWNER(S)”, “THE HOSTING CLUB(S)” AND/OR ANY OF ITS MEMBERS AND/OR ANY OF ITS/THEIR SPONSORS, OWNERS, PARTNERS, EMPLOYEES, OR AFFILIATED ORGANIZATIONS. I AM VOLUNTARILY PARTICIPATING IN THESE SHOOTING ACTIVITIES WITH FULL KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY ACKNOWLEDGE AND AGREE TO CONTRACTUALLY ACCEPT ANY AND ALL RISKS OF INJURY, OR DEATH.**

I AGREE TO TREAT ALL GUNS AS ALWAYS LOADED AND WILL NEVER POINT THE MUZZLE OF ANY GUN AT ANY TIME, WHETHER LOADED OR NOT, AT MYSELF OR IN THE DIRECTION OF ANOTHER HUMAN BEING.

I ACKNOWLEDGE AND AGREE that any movement with a gun is a particularly dangerous activity, and one that must be self-monitored because of the fact I could injure myself or others during any movement, even before a range officer could stop me. I THEREFORE PROMISE AND AGREE that I have received proper instruction and training in these activities and movements and have practiced proper and safe handling of my gun BEFORE attending this facility, and am competent to perform these activities without causing myself or others injury.

I FURTHER PROMISE AND AGREE THAT I WILL NOT TAKE THE SAFETY OFF, OR PUT MY FINGER ON THE TRIGGER until the muzzle of the gun is fully pointed down-range and completely clear of my body, and that I WILL REMOVE MY FINGER FROM THE TRIGGER AND PUT THE SAFETY BACK ON BEFORE STARTING ANY MOVEMENT, AND THAT WHILE MOVING I WILL KEEP THE MUZZLE POINTED SAFELY DOWN-RANGE AND CLEAR OF MYSELF AND OTHER HUMAN BEINGS.

I HAVE CAREFULLY READ THIS AGREEMENT, AND AGREE to abide by the safety rules of *“the property owner(s)”* and *“the hosting club(s)”*. I agree that my failure to abide by the safety instructions in this agreement, or safety rules provided at this facility, or commands given by range officer(s), can and will result in the immediate forfeiture of event fees and/or membership benefits.

*“the property owner(s)”*: Burleson County Youth Development, Inc.

*“the hosting club(s)”*: 4H Shooting Sports of Burleson County

I, the undersigned participant, affirm that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name: \_\_\_\_\_

Participant's Address: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**PARENT / GUARDIAN WAIVER FOR MINORS**

I hereby certify that I am the parent or guardian of the participant named above, and do hereby give my consent and legal authority without reservation to the foregoing Waiver and Release on behalf of this individual. I acknowledge that Parent/Guardian listed below are all inclusive of the individuals that have legal rights and responsibilities in regards to the Participant in entering this Agreement. These herein representing themselves as Parent/Guardian(s) with sole legal authority for the Participant agree to indemnify and save and hold harmless the Property Owner and Hosting Club from any loss, liability, damage, or costs they may incur because of any defects in legal or representative capacity to act on behalf of the minor Participant in executing this Agreement or misrepresentation as to legal or representative authority to bind Participant.

**Parent / Guardian Name:** \_\_\_\_\_

**Relationship to Minor:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_