

**PAWNEE SPORTING CLAYS LLC**  
**RELEASE, WAIVER OF LIABILITY**  
**& INDEMNITY AGREEMENT**

**CAUTION: READ THIS AGREEMENT CAREFULLY BEFORE SIGNING.**

**I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP THE RIGHT TO SUE THE PARTIES LISTED HEREIN FOR ANY INJURIES, INCLUDING DEATH, I MAY SUFFER AS A RESULT OF PARTICIPATING IN SHOOTING EVENTS OR SHOOTING INSTRUCTION AT PAWNEE SPORTING CLAYS, LLC, (hereinafter referred to as "RANGE") INCLUDING BUT NOT LIMITED TO INJURIES THAT MAY OCCUR DURING VOLUNTEERING OR TRAINING, OR FROM EQUIPMENT, PROCEDURES, COMPETITION, INSTRUCTION, TRANSPORTATION TO AND FROM, OR SUPERVISION PROVIDED IN CONNECTION WITH AN EVENT OR ANY OTHER FIREARM SHOOTING ACTIVITIES. I FURTHER UNDERSTAND THAT I AM AGREEING TO DEFEND THE PARTIES LISTED HEREIN FROM ANY CLAIMS THAT MAY ARISE OUT OF MY PARTICIPATION IN ANY EVENT AT PAWNEE SPORTING CLAYS, LLC.**

**I HAVE READ AND FULLY UNDERSTAND EACH PROVISION OF THIS CONTRACT, AND HAVE INDICATED MY UNDERSTANDING AND AGREEMENT BY PLACING MY INITIALS IN THE SPACE PROVIDED AFTER EACH PROVISION, AND BY SIGNING AND DATING THIS FORM.**

I CERTIFY THAT I AM AN EXPERIENCED SHOOTER, AM FULLY FAMILIAR WITH THE OPERATION OF THE GUN I WILL BE USING, AND AM FULLY KNOWLEDGEABLE IN SAFE GUN HANDLING PRACTICES. I AGREE THAT I SHALL EXERCISE SAFE GUN HANDLING PRACTICES AT ALL TIMES, AND FOLLOW ALL SAFETY RULES AND INSTRUCTIONS PROVIDED BY RANGE.  
**(Initials)** \_\_\_\_\_

IN CONSIDERATION OF MY PARTICIPATION IN SHOOTING OR SHOOTING INSTRUCTION AT PAWNEE SPORTING CLAYS, LLC, I, (Please NEATLY PRINT your name) \_\_\_\_\_ agree that:

- 1) RELEASED PARTIES:** By executing this release and waiver of liability and indemnity agreement, I voluntarily agree to forever release and discharge the following parties: PAWNEE SPORTING CLAYS, LLC, LOMA LINDA LAND AND CATTLE COMPANY, LP, TOM HILL, SUZANNE HILL, JANA ALTIZER, SHAWN ALTIZER, and all of their partners, managers, employees, members, directors, officers, instructors, agents and event sponsors, and any public entity or public employee (whether paid or volunteer) that assists in presenting, organizing and promoting any Pawnee Sporting Clays, LLC shooting event. **(Initials)** \_\_\_\_\_
- 2) ASSUMPTION OF RISK:** I acknowledge that firearm shooting activities and all other activities associated with this event may involve a test of my physical and mental limits and may contain inherent risk and dangers (including serious injury or death), that no amount of care, caution, instruction, or expertise can eliminate. I know and understand that I alone am fully responsible for every shot that I fire, and where the bullet or shot lands/stops. **Other risks involved with this event** may include but are not limited to, lack of hydration, risks caused by terrain, facilities, temperature, weather, insects, animals, equipment, commercial ammunition, whether it is brought by me or provided by Range, vehicular traffic, motorized vehicles, firearms, actions of other people including, but not limited to, other participants, volunteers, spectators, coaches, event officials, and event monitors and/or producers of the event. These risks are not only inherent to participants like me, but are also present to volunteers. **By signing this agreement,** I acknowledge and understand the scope, nature, and extent of the risks involved in the activities contemplated herein. I voluntarily, freely and unconditionally choose to incur any and all such risks and dangers. **(Initials)** \_\_\_\_\_
- 3) RELEASE FROM LIABILITY:** I hereby fully and forever discharge and release the Released Parties from any and all liability, claims, demands, losses, and causes of action whatsoever arising out of any damages, whether in tort or contract or under any statute of any nature, both in law and in equity, including claims for personal injury or death to me or damage to my property arising from the passive or active sole or concurrent negligence or other fault of any of the Released Parties including but not limited to any claims or losses resulting from any activities in which I may engage during a Pawnee Sporting Clays, LLC event including but not limited to walking between stations, watching others shoot, operating any motorized vehicle, or from any other cause that may arise during the event. **(Initials)** \_\_\_\_\_
- 4) COVENANT NOT TO SUE:** I further agree that my heirs, executors, administrators, successors, assigns and personal representatives, or anyone else claiming on my behalf, shall not initiate any lawsuit, cause of action, or claim for damages against any of the Released Parties, nor shall they initiate or assist in the prosecution of any claims for damages against the Released Parties, which I, my heirs, executors, administrators, successors, assigns, personal representatives and/or anyone else claiming on my behalf may have reason of injury to my person or property, or my death, arising from the activities covered by this agreement, whether caused by the negligence or fault, either active or passive of any of the Released Parties, or from any other causes. **(Initials)** \_\_\_\_\_
- 5) INDEMNITY AGREEMENT:** I agree unconditionally, for myself and my heirs, executors, administrators, distributes, guardians, legal representatives, or assigns to indemnify and hold harmless the Released Parties from any and all losses, claims, actions, or proceedings of any kind including but not limited to attorney fees and associated cost incurred by any and/or all of the Released Parties for the defense of any such actions which may hereafter arise directly or indirectly from my activities while engaging in activities contemplated by this agreement. Furthermore, I hereby instructs my heirs, executors, administrators,

successors, assigns, personal representatives, or anyone else claiming on my behalf, should any such lawsuit or cause of action be instituted against any of the Released Parties, I agree that such Released Parties shall be entitled to recover attorney's fees and cost incurred in the defense of such lawsuit or cause of action, including any arising therefrom. (Initials) \_\_\_\_\_

6) **CONTINUATION OF OBLIGATIONS:** I agree and acknowledge that the terms and conditions of the above provisions, including ASSUMPTION OF RISK, EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, and INDEMNITY AGREEMENT shall continue in full force and affect indefinitely even upon conclusion of the Pawnee Sporting Clays, LLC event. (Initials) \_\_\_\_\_

7) **MODIFICATION OF AGREEMENT:** This agreement cannot be modified orally and a waiver of any provision shall not be construed as a modification of any provision herein, as consent to any other provision herein, or as consent to any subsequent waiver or modification. (Initials) \_\_\_\_\_

8) **SEVERABILITY:** It is agreed between the parties that if any portion of this agreement is found by a Court to be unenforceable or against public policy, such determination shall not affect the validity or enforceability of the other provisions hereof, all of which shall remain in full force and effect. I specifically waive any claim of unenforceability on behalf of myself, my estate, or anyone who might sue on my behalf. (Initials) \_\_\_\_\_

9) **CHOICE OF LAW:** It is further agreed between the parties that venue and jurisdiction for any legal action arising out of any manner, which is subject of this agreement, shall be in the courts of Harris County, Texas. This Agreement shall be construed under the laws of the State of Texas. (Initials) \_\_\_\_\_

10) I acknowledge that the event holders, sponsors and organizers of the activity or event in which I may participate, will use this Accident Waiver and Release of Liability Form and that it will govern my actions and responsibilities of said activity or event. (Initials) \_\_\_\_\_

11) I hereby certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised not to participate by a medical professional. I certify that there are no health-related reasons or problems that preclude me from participation in this activity or event or impair my capabilities to fully participate in the contemplated activity. (Initials) \_\_\_\_\_

12) I agree that Range may use, for promotional purposes, images that may include me taking part in events. (Initials) \_\_\_\_\_

**I HEREBY EXPRESSLY RECOGNIZE THAT THIS AGREEMENT IS A CONTRACT IN WHICH I HAVE RELEASED ANY AND ALL CLAIMS AGAINST THE RELEASED PARTIES THAT MAY RESULT FROM MY PARTICIPATION IN PAWNEE SPORTING CLAYS EVENT AS A SHOOTER, STUDENT, SPECTATOR OR VOLUNTEER, INCLUDING ANY CLAIMS CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, OTHER SHOOTERS, STUDENTS, SPECTATORS OR VOLUNTEERS.**

**I HAVE READ THIS AGREEMENT CAREFULLY AND FULLY AND UNDERSTAND ITS CONTENTS AND SIGNED IT OF MY OWN FREE WILL. I CERTIFY THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER AND THAT I AM NOT UNDER THE INFLUENCE OF ALCOHOL, DRUGS, AND/OR ANY OTHER MIND ALTERING SUBSTANCE.**

**PARTICIPANT:**

Signature:		Age:	Date:
Address:			
City:		State:	Zip:
Phone:		E-Mail:	