

(FIREARMS & OTHER WEAPONS – ADULT)

INDEMNIFICATION, HOLD HARMLESS, DEFENSE, WAIVER,
RELEASE AND ASSUMPTION OF RISK AGREEMENT

In consideration of being permitted entry to and/or use of “Premises” of Ennis Gun Club (“Club”) for whatever purpose, including, but not limited to, use of firearms and/or other weapons, including, but not limited to, crossbows and longbows) by him/her and/or another, and with full knowledge that firearms and/or other weapons are used and discharged on Club Premises, _____ (*insert name of individual*) (“Undersigned”) agrees to the following:

Undersigned agrees to indemnify, hold harmless, and defend Club from any and all fault, liabilities, costs, expenses, claims, demands, and/or lawsuits arising out of, related to, or in any way connected with, any and all actual or alleged acts of omissions of Undersigned in the course of Undersigned’s presence on and/or use of Club’s range, buildings, facilities, and land (together comprising “Premises”) including, but not limited to, Undersigned’s use of firearms and/or other weapons.

Undersigned further waives for himself/herself and for his/her heirs next of kin, assignees, personal representatives, administrators, and executors any and all rights and claims for damages, loss, costs, demands, and any other actions or claims whatsoever, which he/she may have or which may arise against Club (including, but not limited to, damage to Undersigned’s property and/or any and all illnesses, injuries, including mental or emotional distress or anguish, and other damages, including death, suffered by Undersigned) which may in any way whatsoever arise out of, be related to, or be connected with use of firearms and/or other weapons on Club Premises by Undersigned and/or another.

Club shall not be liable for, and Undersigned, on behalf of himself/herself and on behalf of his/her heirs, next of kin, assignees, personal representatives, administrators, and executors, expressly releases Club and Club’s members, employees, and/or agents from any and all such claims and liabilities

including, but not limited to, claims of actual or alleged negligence on the part of Club, its members, employees, and/or agents.

Undersigned acknowledges and agrees that use of firearms and/or other weapons is an inherently dangerous activity. Undersigned expressly assumes the risk of being on Club Premises where firearms and/or other weapons are used; and Undersigned further expressly assumes the risk of discharging firearms and/or use of any weapons by whomever and the firing of live ammunition and/or use of any weapons by himself/herself and/or another.

Undersigned expressly agrees that this agreement by him/her is intended to be as broad and inclusive as permitted by law and that if any provision of this agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired. No remedy conferred by any of the specific provisions of this agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder by Club shall not constitute any waiver of Club's right to pursue other available remedies. This agreement binds Undersigned and his/her heirs, next of kin, assignees, personal representatives, administrators, and executors.

Undersigned acknowledges and agrees that Undersigned has read this agreement and he/she understands its terms and is executing this agreement voluntarily. Undersigned also acknowledges and agrees that he/she has read, understands, and will at all times abide by all range rules and procedures and any other rules and procedures stated by Club.

UNDERSIGNED:

Date: _____

Signature

Printed Name

Witness: _____