

WAIVER, RELEASE and HOLD HARMLESS AGREEMENT

Please read carefully before signing your application, this is an indemnification of the El Paso Gun Club and a release of liability, and waiver of certain legal rights.

In consideration for my being a member, guest or my participation in any of the activities at the El Paso Gun Club, Inc. (hereafter referred to as ELPGC), I agree to the following Waiver, Release and Hold Harmless Agreement. I acknowledge my being present near discharging firearms of various types and calibers has certain inherent risks, hazards, and dangers for anyone. These risks, hazards and dangers can be managed, but never eliminated, on an active and public gun range facility, and in my understanding includes, in part and without limitation, the following:

- The risk of handling firearms and being near others who have firearms in their possession.
- The risks of ear and eye damages. Eye and ear protection is always required. Shooting without them is at my own risk.
- The risk of injury from ammunition, clay targets, shot pellets, bullets, bullet fragments, bounce backs and/or ricochets.
- Physical presence in rugged country, including encounters with wildlife, animals and insects.
- Varying weather conditions, loss of footing from ground obstacles, ice or snow, or low hanging roof clearances.

The Range Officers and Board of Directors of the ELPGC openly offer the opportunity to discuss the above with them. I understand ELPGC activities may require good physical conditioning and a degree of skill and knowledge, characteristics I believe I possess in order for me to participate in any activities safely. I understand I have the responsibility to exercise reasonable caution and safe gun handling practices at all times and to obey all established rules of the ELPGC whose services, equipment and facilities I use voluntarily and WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED, AND HEREBY ASSUME AND ACCEPT ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

In consideration of being a member or guest of the ELPGC and/or my competing in, participation or simply observing or attending any event conducted

on the ELPGC property, and in recognition of the best efforts of all individuals involved to maintain reasonably safe conditions and rules, I agree to assume any and all personal risk(s) involved.

Furthermore, I affirm and understand that I for myself, my family, heirs, successors, executors and subrogees, hereby knowingly and intentionally waive, release, indemnify and hold harmless the ELPGC, all of its Officers, Directors, authorized instructors, employees, agents, members, including match officials, volunteers, or any event sponsors involved in organizing or conducting events of any type or nature from any & all personal injury or property damage(s) I might incur. Additionally, I waive all present and future right(s) to any & all claims, actions, causes of action(s), legal suits and expenses (including reasonable attorneys fees) against the ELPGC and the aforementioned individuals. Such waiver by me includes NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, any damages, losses, injury, paralysis or death to me as a result of my attending any event, or my use of any ELPGC services or equipment while present on ELPGC properties.

Additionally, I understand I am fully responsible for any injury to myself or others and any property damages I, my family members, or my guests may have caused while at the ELPGC facility. By signing my Application for Membership I expressly agree this instrument is intended to be as broad and inclusive as permitted by law, and that if any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. No remedy conferred by any of the specific provisions of this instrument 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 the ELPGC, or any of its Officers or Directors shall not constitute any waiver as such to their rights to pursue other available remedies in accordance with Texas State Law.

FINALLY, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND AGREE TO BE BOUND BY THIS WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT IN ITS ENTIRETY BY MY SIGNATURE ON MY APPLICATION FOR MEMBERSHIP.