



**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK,
HOLD HARMLESS, and
INDEMNITY AGREEMENT FOR CURRENT MEMBER**

In consideration of and as a condition to my being allowed to participate in or observe any shooting activities at the Nimrod Rifle Club, I hereby expressly state and agree to be bound by the following terms and stipulations:

_____ 1. Voluntary Participation, Physical and Mental Health. I understand that the use of or my presence at the facility is voluntary. I hereby represent that I am in good physical and mental health and that I have no reason to believe that I am not in good physical and mental health.

_____ 2. Obligation to inspect the facility and equipment. I agree that prior to use, I shall inspect the facility and equipment to be used. If I believe there is anything unsafe, I will immediately advise the Match Director / Range Master of such unsafe condition and shall not use the facility, equipment or remain on the premises.

_____ 3. Identification of Risks. I understand that the use of the facility and the equipment therein involves risk of property damage; injury without limitations; and/or brain and spinal cord injuries that may cause paralysis, disability, and/or death. I understand the nature and seriousness of these risks and voluntarily assume, incur, and accept these risks. These risks and dangers may be caused by the action, inaction or negligence of a participant or the action, inaction or negligence of others, including, but not limited to, the negligence or gross negligence of the Releasees identified in paragraph 5, below.

_____ 4. Assumption of Risk. I acknowledge and understand that various types of firearms will be used at the facility, that they will be all around me at all times, and that such firearms are designed as weapons that fire projectiles at extremely high speeds, such that the impact of the projectiles with a human body will likely result in serious injury or death. I understand that before engaging in any physical training, exercise program, or athletic activity, it is recommended that I consult with a physician. I am physically and psychologically ready to use the facility and assume all risks, known or unknown, foreseeable or unforeseeable, connected with my use of the facility. I accept the personal responsibility for any liability, injury, loss or damage in any way connected with my use of the facility and/or the equipment of the facility.

_____ 5. Waiver and Release. I HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE THE NIMROD RIFLE CLUB INC., ITS DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY REFERRED TO HEREIN AS THE NIMROD RIFLE CLUB OR THE RELEASEES) FROM ANY AND ALL CLAIMS, RIGHTS, DEMANDS, AND CAUSES OF ACTION, OF ANY KIND WHATSOEVER, FOR LIABILITY, INJURY, LOSS OR DAMAGE THAT IS PHYSICAL, MENTAL, PECUNIARY, KNOWN, UNKNOWN, FORESEEN, OR UNFORESEEN IN ANY WAY CONNECTED WITH THE USE OF THE FACILITY OR THE EQUIPMENT LOCATED THEREIN OR MY PRESENCE ON OR ABOUT THE FACILITY, WHETHER OR NOT CAUSED IN THE WHOLE OR PART BY THE NEGLIGENCE OF THE NIMROD RIFLE CLUB.

I INTEND FOR THIS WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION TO ALSO INCLUDE MY ESTATE, PERSONAL REPRESENTATIVES, HEIRS, BENEFICIARIES, NEXT OF KIN OR ASSIGNORS WHO MIGHT PURSUE ANY LEGAL ACTION OR CLAIM FROM ANY AND ALL CLAIMS, RIGHTS DEMANDS, AND CAUSES OF ACTION, OF ANY KIND WHATSOEVER, FOR ANY LIABILITY, INJURY, LOSS OR DAMAGE I MAY SUSTAIN OR THAT IS SUFFERED BY ME WHILE ENTERING, EXITING, OCCUPYING, OR USING PROPERTY REAL OR PERSONAL, IN WHICH THE NIMROD RIFLE CLUB INC., HAS AN INTEREST, WHETHER OR NOT SUCH INJURIES, LOSSES, OR LIABILITIES ARE CAUSED IN WHOLE OR PART BY THE NEGLIGENCE OF THE NIMROD RIFLE CLUB INC.

_____ 6. Indemnification I hereby agree to hold harmless and indemnify the NIMROD RIFLE CLUB from any and all causes of action, judgments or claims that may come about as a direct or indirect result of my participating in any NIMROD RIFLE CLUB activity. The indemnification shall include all causes of action, judgments, or claims that may come about as a direct or indirect result of the negligence, in whole or part, of THE NIMROD RIFLE CLUB.

_____ 7. Medical Treatment. I agree to be solely responsible for all medical expenses incurred with my use of the facility.

_____ 8. Severability. I understand that this Waiver, Release of Liability, and Indemnification is intended to be as broad and inclusive as permitted by law and that if any portion of hereof is held invalid, I agree that the balance shall continue in full legal force and effect. I further agree that if this Waiver, Release of Liability and Indemnification, is not valid as such in Texas, it should be construed as a covenant not to sue.

Please initial paragraphs 1-8 above, enter information and sign below

I HAVE HAD SUFFICIENT TIME TO READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, HOLD HARMLESS, AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Member: _____	_____	_____
Signature	Printed Name	Member #
_____	_____	_____
Driver's License #	Date signed	Emergency Contact Name & Phone #