

## **WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

1. In consideration of being permitted entry to and/or use of the Greenwood Gun Club's range, buildings, facilities, and land (together comprising "Premises"), including but not limited to, use of firearms and/or other weapons by myself and/or another, I hereby release, waive, discharge and covenant not to sue GREENWOOD GUN CLUB INC. ("Club"), their officers, servants, agents, or employees (hereinafter referred to as "Releasees") from any and all liability, claims, demands, action and causes of action whatsoever arising out of or related to any loss, damage, or injury, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the Releasees, or otherwise, during the course of my presence on and/or use of the Club's premises.
2. I hereby elect to voluntarily participate as a member, non-member participant, and/or guest of the Club, and to enter the above-named premises and engage in such activity knowing that certain risk of harm are inherent in the various activities contemplated herein, specifically the use of firearms and/or other weapons, and that the activity may be hazardous to me and my property. I voluntarily and expressly assume full responsibility for any risks of loss, property damage or personal injury, which may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of Releasees or otherwise.
3. I further hereby agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including court cost and attorney's fees, that they may incur due to my participation in said activity, whether caused by or contributed to in whole or part by any action or failure to act, negligence, breach of contract, or other misconduct on the part of Releasees or otherwise.
4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named Releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it as my own free act and deed; no oral representations, statements, or inducements have been made; I am at least eighteen (18) years of age and fully competent; or if I am under the age of eighteen (18) years of age then I am accompanied by my parent and/or legal guardian and they have read and understand this agreement; and I accept the Release for full, adequate, and complete consideration fully intending to be bound by same.