

West Houston Shooters Club

IDPA, 3-Gun or any Range Activities by West Houston Shooters Club WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

As lawful consideration of and as a specific condition to me being allowed to observe, set up, take down, and/or participate in any activities by West Houston Shooters Club (“WHSC”), including shooting activities (collectively “Range Activities”), I hereby expressly acknowledge and agree to be bound by the following:

1. _____ Voluntary Participation; Physical and Mental Health. I understand and agree that use of the facility for Range Activities is voluntary. I represent that I am in good physical and mental health, and I have no reason to believe that I am not in good physical and mental health. If my physical and mental health changes so that I become unfit to participate in Range Activities, I will not participate in Range Activities until I am again fit.
2. _____ Personal Obligation to Inspect the Facility and Equipment. I agree that I shall inspect the facility and equipment to be used before each Range Activity. If I believe there is anything unsafe, I will immediately advise the Match Director / Range Master of such unsafe condition and I will not use the facility or such equipment.
3. _____ Identification of Risks. I understand that my use of the facility and equipment for Range Activities involves risk of property damage, emotional or physical injury without limitations, and/or nervous system injuries that may cause paralysis or death. I understand the nature and seriousness of these risks and voluntarily assume, incur, and accept these risks. I understand that discharging firearms, using ammunition, and being around Range Activities have inherent risks that no amount of care, instruction, supervision, or expertise can completely eliminate.
4. _____ Voluntary Assumption of Risk. I acknowledge and understand that before, during and after Range Activities, various types of firearms will be used, that firearms will be all around me at all times, and that such firearms are lethal weapons that fire projectiles at extremely high speeds so that the impact of the fired 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, including Range Activities, I should consult with a physician. I voluntarily and fully assume all risks, known or unknown, foreseeable or unforeseeable, connected with Range Activities. I expressly and fully accept personal responsibility for any liability, injury, loss and all damages (e.g., direct, indirect, special, consequential, etc.) in any way connected with Range Activities.
5. _____ **WAIVER AND RELEASE OF ALL LIABILITY.** I HEREBY KNOWINGLY, VOLUNTARILY, AND EXPRESSLY WAIVE, RELEASE, AND ENTER INTO A COVENANT NOT TO SUE AND FOREVER DISCHARGE WHSC, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, GENERAL PARTNERS, LIMITED PARTNERS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY REFERRED TO HEREIN AS “WHSC”) 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 ANYWAY 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 ANY FORM OF STRICT LIABILITY, NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL ACT OR OMISSION OF ACT OF WHSC BEFORE, DURING, AND AFTER RANGE ACTIVITIES. I EXPRESSLY INTEND FOR THIS WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION TO ALSO INCLUDE MY ESTATE, PERSONAL REPRESENTATIVES, HEIRS, BENEFICIARIES, INSURERS, NEXT OF KIN OR ASSIGNORS WHO MIGHT PURSUE ANY LEGAL ACTION OR CLAIM FOR ANY AND ALL CLAIMS, RIGHTS DEMANDS, AND CAUSES OF ACTION, OF ANY KIND WHATSOEVER, FOR ANY LIABILITY, INJURY, LOSS OR DAMAGE THAT I MAY SUSTAIN OR THAT I SUFFER WHILE ENTERING, EXITING, OCCUPYING, OR USING PROPERTY REAL OR PERSONAL, IN WHICH WHSC HAS AN INTEREST, WHETHER OR NOT SUCH INJURIES, LOSSES, OR LIABILITIES ARE CAUSED IN WHOLE OR PART BY ANY FORM OF STRICT LIABILITY, NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL ACT OR OMISSION OF ACT, IN WHOLE OR PART, BY WHSC.
6. _____ Indemnification. I expressly agree to hold harmless, defend, and indemnify WHSC and its directors and officers, 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 Range Activities. My defense and indemnification of WHSC shall include all causes of action, judgments, or claims that may come about as a direct or indirect result of any form of strict liability, negligence, gross negligence, or intentional act or omission of act, in whole or part, by WHSC.
7. _____ Medical Treatment. I expressly agree to be solely responsible for all of my medical expenses incurred with Range Activities, regardless of the cause of any event that leads to my obtaining treatment.

8. _____ Lawful Participation. I represent that I have never been convicted of any felony or crime, anywhere in the world, that would render me ineligible to be in an environment where firearms are present. I understand that Texas law prohibits any person convicted of a felony to be where firearms are present.
9. _____ Experience. I represent that I am sufficiently experienced in the proper handling, loading, and use of the firearms and ammunition I will use for Range Activities in order to participate safely.
10. _____ WHSC's Reliance. I understand that WHSC is specifically relying on the truth of my representations in this agreement in order to permit me to participate in Range Activities.
11. _____ Severability. I understand that this Waiver, Release of Liability, and Indemnification Agreement is intended to be as broad and inclusive as permitted by law and that if any portion of this agreement is held invalid, I agree that all remaining provisions shall continue in full legal force and effect. I further agree that if this Waiver, Release of Liability and Indemnification Agreement, is found to be invalid as such in Texas, WHSC and the undersigned Participant expressly agree that it will be construed as a covenant that the undersigned Participant shall not sue WHSC in accordance with § 5 above.
12. _____ Jurisdiction and Venue. I expressly agree that any dispute arising under this agreement shall be under the jurisdiction and venue of the state and federal courts of Harris County, Texas, and I consent to the personal jurisdiction of those courts.

Please completely read the entire document, initialing each item above, and then sign below.

I HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM VOLUNTARILY SIGNING THIS WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT.

Print Name: _____ Email: _____

Telephone: _____

Signature: _____ Date: _____

EMERGENCY CONTACT: _____ PHONE NUMBER: _____

GUARDIANSHIP OF MINOR

IN CONSIDERATION of allowing the below MINOR participant in Range Activities and/or being permitted to enter for any purpose the area(s) in proximity to Range Activities (defined as any area including but not limited to the shooting bay areas and any other areas of the property on which a Range Activity is being held), THE UNDERNAMED, his/her personal representatives, heirs and next of kin agrees to all provisions set forth in this "Waiver, Release of Liability, and Indemnification Agreement":

Minor: _____ Date of Birth: _____ Relationship: _____

I fully accept all implied responsibilities for the MINOR under MY GUARDIANSHIP and knowingly, voluntarily and expressly waive all claims that I and the MINOR's next of kin, heirs, guardians, representatives, assigns or any other person claiming under or on behalf of the MINOR completely and without reservation that they may have against WHSC, its agents, officers, members, employees, instructors, volunteers, or representatives from any and all injuries or damages the MINOR under MY GUARDIANSHIP may sustain as a result of engaging in Range Activities.

Signature: _____ Date: _____

WHSC Witness: _____ Date: _____