



QUAIL CREEK RANGE

Participant Agreement, Release and Assumption of Risk

Please PRINT clearly

First Name _____ Last Name _____

Phone (____) _____ Email _____

Parent's or Guardian's Additional Indemnification

(must be complete for participants under the age of 18)

Minor's Names _____

In consideration of the services of **Quail Creek Shooting Range LLC** their agents, owners, officers, volunteers, participants, employees and all other persons or entitles acting in any capacity on their behalf (hereinafter collectively referred to as QCR), I hereby agree to release, indemnify, and discharge **QCR**, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that target practice at a shooting range entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risk include, among other things: Participation may result in the undersigned or third parties being shot by a firearm; suffering hearing loss; eye injury or loss; inhalation or contact with airborne contaminants and or flying debris.

Furthermore, **QCR** employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless **QCR** from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of **QCR** equipment or facilities, including any such claims which allege negligent acts or omissions of **QCR**.

4. Should **QCR** or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against **QCR**, I agree to do so solely in the state of Texas, and further agree that the substantive laws of Texas shall apply in the action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I/and or my minors acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I/or my minors may be found by a court of law to have waived my right to maintain a lawsuit against **QCR** on the basis of any claim from which I/and or my minors have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it and I agree to be bound by its items..

Signature of Participant/and or Parent or Guardian of Minors

Date _____ X _____