# **ASSUMPTION OF RISK**

### **GENERAL RELEASE, WAIVER, AND INDEMNIFICATION AGREEMENT**

Please read carefully before signing.

In consideration of the privilege of entering upon Corpus Christi Gun Club (CCGC) land for any reason, including to participate thereon in target shooting and/or other recreational activities, I, the undersigned, on behalf of myself, my heirs, legal representatives, and assigns, hereby voluntarily and knowingly assume all risks and waive and release all claims related thereto, and agree to indemnify CCGC, all as provided herein.

I acknowledge that target shooting has inherent risks, hazards, and dangers for anyone that cannot be eliminated. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE, BUT ARE NOT LIMITED TO:

- The risk of handling firearms and being near others that have firearms in their possession. 1
- The risk of ear damage from noise. 2.
- The risk of eve damage. 3
- 4. The risk of injury and/or damage to my property from ammunition, clay targets, clay target pieces, and shot from other guns.
- 5 Walking in rugged country, including encounters with wildlife, animals, and insects.
- 6. Inclement weather conditions.
- 7 Risk of injury from animals on premises including but not limited to other shooters' pets.

Risk of sickness or death related to any communicable disease acquired while on CCGC premises. 8.

# EYE AND EAR PROTECTION IS REQUIRED AT ALL TIMES AT CORPUS CHRISTI GUN CLUB: SHOT SIZE LIMITED TO 7 ½, 8, OR 9 SHOT.

Failure to comply with shot size limits or other safety rules can result in loss of privileges to shoot at the CCGC.

I understand the risks, hazards, and dangers as described above and have had the opportunity to discuss them with the manager of CCGC. I understand that these activities may require good physical condition and a degree of skill and knowledge. While CCGC will make reasonable efforts to do their best to provide a safe environment, they cannot guarantee the cleanliness of every surface member may come in contact with. I understand it is my responsibility to bring and use my own hand sanitizer and disinfecting wipes on a frequent basis and I am responsible for the results/outcome of my own social distancing behaviors. I AM VOLUNTARILY ENTERING ONTO THE PREMISES AND USING THE SERVICES OF CCGC WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY & ALL RISKS OF INJURY, PARALYSIS, SICKNESS, OR DEATH.

Accordingly, I hereby assume full responsibility for all risks or any and all claims, actions, losses, damages and expenses for bodily injury, sickness, or death and property loss or damage incurred by me or arising out of or in connection with my entry, presence, or activities upon CCGC land, and knowingly and voluntarily expressly release CCGC, its directors, officers, members, employees, volunteers, and agents from all liability and claims arising out of such matters whether due to the acts or omissions (including the active or passive, sole, or concurrent, alleged or actual negligence or other fault) of CCGC, its directors, officers, members, employees, volunteers, and agents or any other person or entity, and I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS CCGC, THIER DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, VOLUNTEERS, AND AGENTS FROM LOSS, DAMAGE, LIABILITY, CLAIMS, OR EXPENSE (INCLUDING BUT NOT LIMITED TO, ATTORNEY'S FEES) ARISING IN ANY MANNER OUT OF OR IN CONNECTION WITH MY ENTRY, PRESENCE, OR ACTIVITIES UPON CCGC LAND. I FURTHER AGREE THE FOREGOING INDEMNITY AND HOLD HARMLESS SHALL APPLY REGARDLESS OF THE ACTIVE OR PASSIVE, SOLE OR CONCURRENT, ALLEGED OR ACTUAL NEGLIGENCE OR OTHER FAULT OF CCGC. THEIR DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, VOLUNTEERS, AND AGENTS, OR ANY OTHER PERSON OR ENTITY.

### Check the boxes below:

Г I understand that the Buc Days 4-H Clays Shoot may involve certain risks, including but not limited to physical injury, illness, or property damage. I acknowledge that I am participating in this event at my own risk.

Γ I understand that the Buccaneer Commission, Corpus Christi Gun Club, and Flint Hills Resources may use photographs, videos, or other media of participants for promotional purposes, and I consent to such use without compensation.

Γ I hereby release, waive, discharge, and covenant not to sue the Buccaneer Commission, its directors, officers, employees, volunteers, agents, and representatives from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in the Buc Days 4-H Clays Shoot.

I agree to abide by all safety rules, whether written or oral.

I have read and clearly understand and voluntarily sign this waiver and release agreement.

DATE

#### PRINT NAME LEGIBLY

DRIVER'S LICENSE STATE/NUMBER

ADDRESS

SIGNATURE

CITY, STATE, ZIP If the person signing above is under the age of 18, a parent or legal guardian must sign below.

DATE

RELATIONSHIP TO PERSON ABOVE

PRINT NAME

SIGNATURE