FIRING LINE LLC

2560 FM 972,Georgetown, Texas 78626

www.TexasFiringLine.com

ANNEX E - ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM—2027

Know all persons by these presents that I,_____, of _____County, Texas, in consideration of being allowed access to the property at 2560 FM 972, Georgetown, Texas 78626, known locally as The Firing Line, LLC, Firearms Range Facility (hereinafter the Range), and for use of the aforesaid premises, which may or may not include instruction in the use of firearms, and for being allowed to participate in firearms activities on or about the Range, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do by these presents for myself, my heirs, executors, administrators, and assigns, hereby release and agree not to hold liable, The Firing Line, LLC, its officers, agents and employees from any and all actions, causes of action, claims, demands, costs or damages including but not limited to: liability arising from: the discharge of firearms; the course of instruction if any; the Undersigned's participation in any course of instruction; use of the range, buildings, land and premises; the Undersigned's presence on or use of said Premises; the negligence or fault of the entities or persons released or because of their possible liability without fault; from dangerous or defective equipment or property owned, maintained, or controlled by them; for property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from the Range, or any other personal injuries or death sustained by me or my property while on the property or using the Range.

I further agree by these presents for myself, my heirs, executors, administrators, and assigns, to indemnify, hold and save harmless The Firing Line, LLC, its agents, officers and employees, from any liability, action, claim, damage, award or judgment incurred or suffered by any entity or individual(s) as a result of any act or omission by me or caused by me while on the property, or participating in firearms related activities, or using the Range for any purpose.

Further, should any such claim, demand or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States or of any State, or under any theory of law or equity, the Undersigned will indemnify, hold harmless and defend The Firing Line, from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against The Firing Line, whether individually, jointly, with the Undersigned, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including attorney's fees.

In addition, I make the following representations and acknowledgments upon which I intend The Firing Line, LLC to rely:

(1) I understand and agree that, firearms will be utilized on or about the Range, and that they are inherently dangerous, and I voluntarily assume all risks of using and employing firearms or other similar products and the equipment utilized in the use of those firearms, those risks being inherent in any such situation and circumstances.

(2) I acknowledge that the activities and events conducted on the Range may involve a test of a person’s physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration; mental & physical condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, activity officials, and monitors, and/or producers of activities and events conducted on or about the property.

(3) I certify that I am physically fit, have sufficiently prepared or trained for participation in shooting range and firearms activities, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in shooting range and firearms activities.

(4) I acknowledge that I will not be considered an agent, servant, or employee of The Firing Line, LLC, and, thus, I will not be covered by them for any workers' compensation, medical, death or disability benefits.

(5) I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during activities conducted on or about the Range.

(6) I understand that during activities conducted at the Range, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by The Firing Line, LLC.

(7) I agree that I will not participate in any activity on or about the Range, after consuming alcohol, illegal or prescription drugs or other substance that may impair my mental and physical faculties.

(8) I understand and agree that if I am found to have violated this agreement or any policies or rules of the Range as they have been explained to me, that I will be required to leave the Range property and I will have to reapply for access in order to qualify to be re-admitted to the Range property.

(9) This waiver and release is effective on the date signed and will remain in effect until January 31st of the year following the calendar year reflected in the Title of this document unless earlier revoked by me in writing.

This accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Hereunto I set my hand the __ day of _____, 20_____.

_____ _____
(Signature) (Printed Name)

Type of Membership - ____ _____
Full Assoc.