Release Form for Members, Matches and Guests Heart of Texas Silueta Association, Inc. and Black Powder Hill, LLC

LIABILITY RELEASE, AGREEMENT NOT TO SUE, AND INDEMNITY

Date:	Guest of:
Name (Print)	
Address:	

In consideration of the use of the facilities leased from BLACK POWDER HILL, LLC ("the facilities") by The Heart of Texas Silueta Association, Inc., and its Directors and Officers ("HOTSA)", (both organizations being collectively referred to hereafter as "The Club") and the right to participate in, observe the matches held at The Club or during practice or for any other purpose while on the facilities on this date and all future dates, I, the undersigned, for myself and my heirs and legal representatives DO FOREVER RELEASE The Club and its past, present and future officers, directors, members, employees and agents and their respective heirs and legal representatives (hereinafter collectively referred to as "The Club" FROM ANY LIABILITY, AND AGREE NOT TO SUE The Club, in connection with any and all damages, claims, demands, rights and causes of action of whatever kind or nature, including any cause of action brought under the Deceptive Trade Practices Act of the State of Texas, based upon any accident, personal injury, death or property damage, to me whatsoever arising out of my use of the facilities and/or participation in or observation of matches or any other use of the facilities, on this date or at any date in the future, WHETHER OR NOT CAUSED BY ANY ACTION OR FAILURE TO ACT, OR ANY NEGLIGENCE OF OR CAUSED BY THE SOLE NEGLIGENCE OF The Club.

I, for myself and for my heirs and legal representatives, <u>AGREE TO INDEMNIFY The Club</u> <u>against</u>, <u>and save them harmless from any and all damages</u>, actions, causes of action, claims, judgments, executions, debts, costs of litigation, attorney fees (including any cause of action that might be brought under the **Deceptive Trade Practices Act of the State of Texas**) which may in any way arise out of or result from my use of the facilities and/or my participation in or observation of any match held at the facility, or any other permitted use of the facilities on this or any future date, EVEN IF THE DAMAGES ARE CAUSED BY ANY ACTION OR FAILURE TO ACT OR ANY NEGLIGENCE OF The Club, OR THE SOLE NEGLIGENCE OF The Club.

Further, I understand and acknowledge that participation in a sport that involves the handling and discharge of firearms poses certain inherent risks, **and**, **I by agreement hereby assume any and all such risks** while on **The Club** facilities or participating in or observing a match, or practicing or observing during any other activities at the facilities.

I agree to abide by all The Club's rules and regulations regarding use of the facilities.

I further agree that should any word, phrase or provision of this release be held invalid or unconstitutional such will not affect the remaining parts hereof.

I HAVE READ AND UNDERSTAND THE ABOVE AND UNDERSTAND THAT BY SIGNING THIS LIABILITY RELEASE, AGREEMENT NOT TO SUE, AND INDEMNITY, I GIVE UP VALUABLE RIGHTS AND ACKNOWLEDGE MY ASSUMPTION OF THE RISKS INVOLVED.

I also certify that under current law I am not a person prohibited to own and or possess a firearm or ammunition on the facilities.

SIGNATURE:	
(Must be signed by Parent or	Guardian of a Guest under 18 years old)