



ACKNOWLEDGEMENT OF RISK, RELEASE & INDEMNITY AGREEMENT ("AGREEMENT")

I hereby acknowledge that I voluntarily applied to enter into and engage in and/or observe shooting and other activities at SOUTHTOWN SHOOTERS, which is owned by SOUTHTOWN SHOOTERS. I further acknowledge and understand that "shooting and other activities" include any and all activities of any kind whatsoever in which I engage or observe while at SOUTHTOWN SHOOTERS, whether it's sponsored by SOUTHTOWN SHOOTERS or not.

I ACKNOWLEDGE AND UNDERSTAND THAT SHOOTING AND TRAINING CLASS ACTIVITIES ARE INHERENTLY HAZARDOUS and involve both known and unanticipated risks which could result in damage or destruction of property and physical or emotional injury, including death, of myself or others. The risks include, but are not limited to: being shot by or shooting myself or others; partial or total loss of eyesight or hearing, inhalation or other harmful contact with lead or other contaminants; being struck by flying or falling objects or shrapnel, and being injured while participating in class activities. I understand that risks cannot be eliminated without compromising the essential qualities of shooting activities.

I Agree

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the nature of SOUTHTOWN SHOOTERS facilities and premises is such that both known and unanticipated hazards exist which create or contribute to both known and unanticipated risk inherent in entering onto SOUTHTOWN SHOOTERS, in using range facilities and in engaging in or observing any activities of any kind whatsoever while at SOUTHTOWN SHOOTERS. I understand that such hazards and risk cannot be eliminated without compromising the essential qualities of SOUTHTOWN SHOOTERS facilities, equipment and premises.

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT SOUTHTOWN SHOOTERS has no duty to undertake first aid or rescue operations or procedures in the event any such property damage or physical or emotional injury occurs.

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT SOUTHTOWN SHOOTERS makes no warranty as to the design, manufacture, maintenance, condition or fitness for any particular purpose of any range facilities or equipment, including, but not limited to: the design, layout, and/or construction of SOUTHTOWN SHOOTERS firearms, ammunition, eye/hearing protection, and first aid supplies.

As lawful consideration for being permitted by SOUTHTOWN SHOOTERS to enter SOUTHTOWN SHOOTERS to use SOUTHTOWN SHOOTERS facilities and equipment, and to engage in and observe shooting and other activities at SOUTHTOWN SHOOTERS, I agree as follows:

I EXPRESSLY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS EXISTING IN THE RANGE AND IN ENTERING INTO THE RANGE AND IN USING THE RANGE FACILITIES OR EQUIPMENT AND ENGAGING IN OR OBSERVING SHOOTING AND OTHER ACTIVITIES AT THE RANGE.

I Agree

I AGREE to assume all responsibility and liability for any act or acts; even any negligent, reckless or criminal act or omission to act, of my guests at SOUTHTOWN SHOOTERS. I understand that "my guest" include any and all persons who enter SOUTHTOWN SHOOTERS with me.

I AGREE to abide by all range rules as outlined in Exhibit No. 1, and to ensure that my guest(s) do so as well.

I agree that I, my next of kin, heirs, guardians, representatives and assigns hereby release and forever discharge and agree not to sue SOUTHTOWN SHOOTERS. (I understand that "SOUTHTOWN SHOOTERS" includes any and all officers, directors, attorneys, agents, employees, contractors, guest and affiliated individuals or organization of SOUTHTOWN SHOOTERS) from and against any and all claims, demand, damages, expenses, cause of action, or liabilities of any kind, known or unknown, that I might have including, but not limited to, any claims arising from property damage, personal injury, or death as a result of entering into SOUTHTOWN SHOOTERS, using SOUTHTOWN SHOOTERS facilities or equipment, or engaging in or observing shooting and other activities at SOUTHTOWN SHOOTERS, even if such claims, demands, damages, expenses, causes of action, or liability result partially or wholly from any act or acts, even any negligent act or omission to act, including negligence or omitted first aid or rescue or procedures, by SOUTHTOWN SHOOTERS.

I AGREE that I, my next of kin, heirs, guardians, representatives and assigns hereby agree to indemnify and hold harmless SOUTHTOWN SHOOTERS from and against any and all claims, demands, damages, expenses, causes of action or liability of any kind whatsoever, including reasonable attorney fees and costs that are, my next of kin, heirs, guardians, representative, or assigns, my guest, or anyone else, resulting from me or my guest entering into SOUTHTOWN SHOOTERS, using SOUTHTOWN SHOOTERS facilities or equipment, or engaging in or observing shooting or other activities at SOUTHTOWN SHOOTERS, even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability result partially or wholly from any act or acts, even any negligent act or omission to act, including negligent or omitted first aid or rescue operations or procedures by SOUTHTOWN SHOOTERS or SOUTHTOWN SHOOTERS employees.

I ACKNOWLEDGE AND AGREE that this Agreement shall be interpreted and enforced under the laws of the state of Tennessee, and the venue for any action or proceeding shall be in state or federal courts located in Dyer County, TN.

I Agree

I FURTHER ACKNOWLEDGE AND AGREE that this Agreement is intended to be as broad and inclusive as permitted by law and that if any provision or portion is held to be invalid, void or otherwise unenforceable; I agree and intend that the remaining provisions or portion shall continue and remain in full legal force and effect.

I FURTHER ACKNOWLEDGE AND AGREE that it is my understanding and intent that this Agreement and any signed written amendments or modifications to it, shall remain in full force and effect from the date of execution and even after and shall be applicable to each and every occasion that I enter into SOUTHTOWN SHOOTERS, use SOUTHTOWN SHOOTERS facilities or equipment or engage in or observe shooting and other activities at SOUTHTOWN SHOOTERS.

I have carefully read this "Acknowledgment of Risk, Release, and Indemnity Agreement" and fully understand its contents. I acknowledge that no other inducement, assurance or guarantee has been made to me in consideration of my signing this Agreement, which I sign voluntarily and of my own free will.

I UNDERSTAND THAT BY MY SIGNATURE I AM GIVING UP SUBSTANTIAL RIGHTS, THAT I AM AGREEING NOT TO SUE SOUTHTOWN SHOOTERS AND SOUTHTOWN SHOOTERS EMPLOYEES AND RELEASING AND HOLDING HARMLESS SOUTHTOWN SHOOTERS AND SOUTHTOWN SHOOTERS EMPLOYEES FROM ALL LIABILITY.

I Agree

Participant's Signature _____