

**HOLD HARMLESS AGREEMENT
AND
RELEASE OF LIABILITY**

I, the undersigned, hereby acknowledge that I have knowingly and willingly entered a shooting range owned and operated by Brazos Valley Skeet and Trap Club, Inc. ("Owner") for the primary benefit of the Brazos County 4-H Sportsman's Club. I also acknowledge that the shooting range is located within the boundaries of a ranch owned by the Porter Family Limited Partnership, which is further leased for purposes of grazing cattle (collectively referred to herein as "Adjacent Land Owners").

I further acknowledge and understand that no warranty, either express or implied, is made by Owner of Adjacent Land Owners as to the condition of the shooting range, or any roads, buildings, gates, or other improvements located on the property or the adjacent property. This document is sufficient warning that dangerous conditions, risks and hazards do exist. My presence and activities on the property and the shooting range expose both me, my child or children, and my property to dangerous conditions, risks, and hazards, including, but not limited to: poisonous snakes, insects and spiders, skeet and trap machines, shotguns and ammunition, other persons participating in shooting shotguns, erosions and general condition of the land, both on and off roadways or paths, animals both wild and domestic that may be on the land, deep water, and the use of vehicles. I hereby state that I expressly assume all such dangers, risks and hazards on behalf of myself, my child or children, my guests, and my property.

In consideration for the right and privilege to enter the shooting range, I hereby release and agree to protect, indemnify and hold harmless the Owner and the Adjacent Owners and their respective agents, owners, employees and assigns against any and all claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident, or occurrence arising out of, incidental to or in any way resulting from the use of the shooting range and all improvements thereon, or ingress and egress to and from the same, whether or not caused by the Owner's or Adjacent Owner's negligence or gross negligence. This release applies during the time that I am permitted on the shooting range. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Owner or Adjacent Owners or their respective heirs, agents, representatives, employees, successors or assigns.

As used in this release, the term *I, my person and myself* include minors in my care and guests invited under my supervision while on the shooting range. It is my specific and declared intention that this release shall remain in effect and be binding on myself, my heirs, successors and assigns perpetually and so long as the Owner continues to operate the shooting range. The enforcement of this Agreement shall not require that the Owner or Adjacent Land Owner produce an original of this Agreement signed by me, but a photocopy of same shall be enforceable for all purposes.

Dated and signed this _____ day of _____, _____.

Signature: _____

Printed Name: _____

Address: _____

Signature: _____

Printed Minor's Name: _____

Address: _____

If a minor child has signed above, a parent or guardian must sign below:

Signature: _____

Printed Parent/Guardian Name: _____

Address: _____