

**RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS,
AND ASSUMPTION OF THE RISK AGREEMENT**

In return for use of premises, instruction in firearms, and/or for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Undersigned agrees to the following:

To indemnify, hold harmless and defend **The ATSS Foundation and FishHawk Sporting Clays**, and any of its employees, directors, officers or agents from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with the discharge of firearms; the Undersigned's participation in discharging firearms; observing the discharging of firearms, the range, buildings, land and premises used (the "Premises"); the Undersigned's presence on or use of Premises; and any and all acts or omissions of the Undersigned.

Should any such claim, demand or lawsuit arise or be asserted in any way related thereto, whether arising under the laws of the United States, Texas or of any other State, or under any theory of law or equity, the Undersigned will indemnify, hold harmless and defend The ATSS Foundation and FishHawk Sporting Clays, 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 ATSS Foundation and FishHawk Sporting Clays, whether individually, jointly, or in concert 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.

The Undersigned waives any and all rights and claims for damages, losses, demands and any other actions, which exist or which may arise against The ATSS Foundation and FishHawk Sporting Clays, (including, but not limited to any and all injuries, damages or illnesses suffered by the Undersigned or the Undersigned's property), which may, in any way whatsoever, arise out of, be related to or be connected with: discharging firearms, the Premises, including any latent defect in the Premises; the Undersigned's presence on or use of Premises; the Undersigned's property (whether or not entrusted to The ATSS Foundation or FishHawk Sporting Clays The ATSS Foundation and FishHawk Sporting Clays shall not be liable for, and the Undersigned, hereby expressly releases The ATSS Foundation and FishHawk Sporting Clays from any and all such claims. This waiver is both personal and on behalf of any minor for whom it is executed.

The Undersigned hereby expressly assumes the risk of entering the Premises and taking part in activities on the Premises which include, but are not limited to the discharge of firearms and the firing of live ammunition; or observing individuals discharging firearms; and/or the use of the club or camping facilities.

The Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all FishHawk Sporting Clays range rules, procedures, safety rules, and any and all Range Officer instructions, whether communicated in writing, posted on the premises and/or communicated verbally.

This instrument binds the Undersigned and his/her executors, administrators, assignees or heirs and any minor for whom it is signed.

If obviously under the age of 25, my age is listed.

UNDERSIGNED:

Name _____ (printed)

Signature _____ Dated _____

If under 25, my age is: _____

Print Name _____ Dated _____