

RELEASE AND HOLD HARMLESS AGREEMENT

In consideration for access and use of facilities of the Parker County Sportsman Club (PCSC) and/or for participation in club activities sponsored or organized by PCSC, the undersigned Participant **HEREBY AGREES TO WAIVE, RELEASE, DISCHARGE AND HOLD HARMLESS PCSC FROM AN AND ALL CLAIMS OF ANY NATURE**, including claims of personal injury, wrongful death or damage to property, which Participant may have or which may hereafter accrue as a result of access and/or use of the facility, participation in any PCSC program or related activity and events, including but not limited to unorganized practice, organized practice, training and instruction and organized shooting events.

PARTICIPANT AGREES AND ACKNOWLEDGES SUCH WAIVER, RELEASE, DISCHARGE AND HOLD HARMLESS AGREEMENT APPLIES TO ANY AND ALL CLAIMS INCLUDING ANY CLAIM ARISING IN WHOLE OR IN PART OUT OF ALLEGATIONS OF NEGLIGENCE AGAINST PCSC. PARTICIPANT ALSO AGREES, AS FURTHER CONSIDERATION, TO INDEMNIFY, DEFEND AND PROTECT PCSC AGAINST ANY AND ALL CLAIMS ARISING OUT OF PARTICIPANT'S USE OF OR PRESENCE UPON THE PREMISES, INCLUDING CLAIMS PCSC WAS NEGLIGENT IN CAUSING INJURY OR DEATH TO PARTICIPANT OR ANY OTHER THIRD PARTY, OR THAT PCSC WAS NEGLIGENT IN CAUSING PROPERTY DAMAGE.

By signing this Release and Hold Harmless Agreement, the undersigned(s) recognizes that the sport of rifle, pistol, and shotgun shooting or related activities present certain inherent dangers that cannot be eliminated even by the exercise of reasonable care. As such, the undersigned Participant and undersigned Responsible Adult if Participant is a minor hereby expressly assumes the risk that is inherent to the sport of rifle, pistol, and shotgun shooting.

As a requisite condition to the Participant being allowed to attend, access, use of all facilities or participation in any PCSC sponsored event, the undersigned Participant hereby acknowledges that Parker County, State of Texas has the most significant relationship with the parties to this Agreement. As such, the parties hereto expressly agree to Texas as the Choice of Law and Choice of Forum for any claim, suit, or controversy that may arise by and between the parties or any of its related affiliates, and further agree that any action, suit, or claim made by the Participant *must* be brought in the State of Texas as the proper Venue having exclusive subject matter jurisdiction to any such claim, demand, or suit.

By signing this Release and Hold Harmless Agreement, the undersigned Participant **assumes the risk** inherent to the access, use of all facilities or participation in the PCSC facility including but not limited to rifle, pistol, and shotgun shooting, and thereby consents to the Participant's participation in PCSC programs and all related activities, and further acknowledge that he/she understands that all risks, whether known or unknown, are expressly assumed by the undersigned, and that all claims, whether known or unknown, are expressly waived in advance.

In addition to the foregoing, the undersigned Participant hereby expressly agrees and recognizes that PCSC, through its individual Match Directors, Match Chairmen, Range Officers, judges and referees, officers, directors, agents, individuals or entities perform volunteer services, and as such, said entities and/or individuals are immune from liability as volunteer leaders, assistants, and organizers.

Mandatory Binding Arbitration:

In further consideration for being allowed access, use of all facilities in the PCSC facility or participation in any activities sponsored by PCSC the undersigned Participant recognizes and agrees that this arbitration agreement involves interstate commerce which is necessarily controlled by the **Federal Arbitration Act (9 USC § 2)**, and therefore, pursuant to the **Federal Arbitration Act (FAA)** as well as the **Texas Arbitration Act (Civil Practice & Remedies Code Chapter 171)** the parties hereby agree to submit to binding arbitration any and all claims, demands, suits, or other disputes that may arise out of this contract, or that may be presented by or on behalf of the Participant for resolution under the Commercial Rules of the American Arbitration Association with the initial filing fees thereof to be paid by the party filing the Demand for Arbitration subject to the schedule of fees then in effect at the time of the filing of a Demand with the American Arbitration Association. The parties agree that this mandatory binding arbitration agreement constitutes and is a contract.

I HAVE READ THE FOREGOING TERMS AND CONDITIONS AND AGREE TO BE BOUND BY ALL OF THE CONDITIONS SET FORTH ABOVE AND I HAVE READ THE CURRENT CLUB RULES AND AGREE TO ABIDE BY ALL OF THE CLUB RULES AS WELL AS APPLICABLE STATE AND FEDERAL LAWS WHILE ON CLUB PROPERTY.

Print Name of Participant

Sept 2019 Edit

Signature of Participant

Date

This space is for the club use only

Bank Name _____ Check Number _____