

RELEASE FROM LIABILITY AND INDEMNIFICATION AGREEMENT

READ CAREFULLY BEFORE SIGNING, THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS

In consideration of being allowed to participate in activities at, and to use the facilities, firearms and equipment of, the 3R Farms Sporting Clays Range located in Clifton, Texas (the “Range”), I (“I” or “Participant”), for the benefit of 3R Farms Sporting Clays, LLC, a Texas limited liability company and the owner and operator of the Range (the “Operator”), the Rouquette Living Trust (the “Property Owner”), 3R Farms, LLC, a Texas limited liability company and affiliate of the Operator and the Property Owner (“3R Farms”), and the respective managers, officers, members, trustees, employees, agents, contractors, representatives, and affiliates of the Operator, the Property Owner and 3R Farms (collectively with the Operator, the Property Owner and 3R Farms, the “3R Parties”), hereby acknowledge my voluntary agreement to engage in activities at the Range and to use the facilities and equipment of the Range, subject to the following terms and conditions:

1. **ASSUMPTION OF RISK.** I ACKNOWLEDGE AND AGREE THAT SHOOTING SPORTS OR ANY OTHER ACTIVITIES THAT I MAY ENGAGE IN OR OBSERVE AT THE RANGE, WHETHER SPONSORED, HOSTED OR INSTRUCTED BY THE RANGE OR NOT (COLLECTIVELY, THE “ACTIVITIES”), ARE INHERENTLY HAZARDOUS AND INVOLVE BOTH KNOWN AND UNANTICIPATED RISKS WHICH COULD RESULT IN DAMAGE OR DESTRUCTION OF PROPERTY AND SERIOUS PHYSICAL OR EMOTIONAL INJURY, INCLUDING DEATH, TO MYSELF OR TO OTHER PERSONS. The risks of engaging in or observing the Activities include, but are not limited to: shooting myself or others; being shot by others; partial or total loss of eyesight or hearing; trauma, burns, abrasions, amputation, paralysis, brain or spinal injuries, if pregnant – harm to myself or my fetus, or other injuries resulting from the normal and abnormal operation of firearms or ammunition; inhalation or other harmful contact with lead or other contaminants or toxic materials, which may, amongst other things, cause or contribute to illness, disease or other short-term, if pregnant – harm to myself or my fetus, long-term or terminal injury or ailment; being struck by flying, ricocheting or falling debris or projectiles; misfires or malfunctions of firearms or ammunition; and the acts or omissions of other participants. I HEREBY EXPRESSLY ACKNOWLEDGE THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MY PARTICIPATION IN THE ACTIVITIES, MY USE OF THE RANGE (WHETHER AS A PARTICIPANT IN THE ACTIVITIES OR AS AN OBSERVER), MY USE OF FIREARMS AND AMMUNITION, AND MY USE OF THE FACILITIES AND EQUIPMENT OF THE RANGE, AND I FREELY ACCEPT AND ASSUME ANY AND ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS RESULTING THEREFROM.
2. **RELEASE AND INDEMNIFICATION.** I, on behalf of myself, my next of kin, heirs, guardians, representatives, executors, administrators, successors and assigns (collectively, the “Participant Parties”), FOREVER RELEASE AND DISCHARGE EACH OF THE 3R PARTIES FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, DEMANDS, DAMAGES, EXPENSES, LOSSES, CAUSES OF ACTION, ATTACHMENT OF PROPERTY, OR LIABILITY OF ANY KIND WHATSOEVER, AT COMMON LAW, STATUTORY OR OTHERWISE (COLLECTIVELY, “CLAIMS”), THAT I OR THE PARTICIPANT PARTIES MAY HAVE FOR PROPERTY DAMAGE, PERSONAL INJURY, DEATH OR ANY OTHER CAUSE OF ACTION ARISING OUT OF, ASSOCIATED WITH, OR RESULTING FROM MY ENGAGING IN OR OBSERVING THE ACTIVITIES AT THE RANGE, MY USE OF FIREARMS AT THE RANGE, AND MY USE OF THE FACILITIES AND EQUIPMENT OF THE RANGE, EVEN IF SUCH CLAIMS RESULT PARTIALLY OR WHOLLY FROM ANY ACT OR OMISSION OF ANY OF THE 3R PARTIES, **INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENT ACT OR OMISSION OF ANY OF THE 3R PARTIES** AND ANY NEGLIGENT OR OMITTED FIRST-AID OR RESCUE OPERATIONS OR PROCEDURES.

I FURTHER AGREE TO FULLY DEFEND, INDEMNIFY AND HOLD EACH OF THE 3R PARTIES HARMLESS FROM ANY AND ALL CLAIMS, INCLUDING REASONABLE ATTORNEY’S FEES AND COSTS **AND ANY CLAIM THAT ALLEGES THE NEGLIGENCE IN WHOLE OR IN PART OF ANY OF THE 3R PARTIES**, ARISING OUT OF, ASSOCIATED WITH, OR RESULTING FROM MY ENGAGEMENT IN OR OBSERVANCE OF THE ACTIVITIES AT OR IN THE RANGE, MY USE OF FIREARMS AT OR IN THE RANGE, MY USE OF THE FACILITIES AND EQUIPMENT OF THE RANGE, OR ANY BREACH OF ANY COVENANT OR AGREEMENT OF PARTICIPANT HEREUNDER, EACH TO THE EXTENT THAT SUCH CLAIM RESULTS PARTIALLY OR WHOLLY FROM ANY ACT OR OMISSION OF PARTICIPANT, INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENT OR GROSSLY NEGLIGENT, INTENTIONAL, RECKLESS, WANTON OR WILLFUL ACT OR OMISSION OF PARTICIPANT, OR ANY ACT OR OMISSION THAT WOULD SUBJECT PARTICIPANT TO STRICT LIABILITY.

3. **SAFETY RULES AND EQUIPMENT.** I agree (a) to abide by all written, video, online, posted and verbally issued safety rules or instructions issued by the Range’s instructors, range masters, safety officers or employees; (b) that, in order to safely engage in or observe the Activities, proper safety equipment is required, including, without limitation, appropriate eye and hearing protection and proper clothing and footwear; (c) that I will supply, and at all times properly use, appropriate safety equipment, and (d) that I will not engage in or observe any Activities, including but not limited to handling or operating any firearm, while under the influence of drugs or alcohol.

4. SEVERABILITY. I agree that if any term or other provision of this Release from Liability & Indemnification Agreement (this "Release") is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Release shall nevertheless remain and continue in full force and effect.
5. ARBITRATION. Any dispute, claim or controversy arising out of or relating to this Release or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the city of Fort Worth located in Tarrant County, Texas before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures.
6. GOVERNING LAW AND VENUE. I agree that this Release shall be governed by, construed and enforced in accordance with the laws of the State of Texas, without regard to its conflicts of laws rules. In the event that arbitration is inapplicable to this Release, I hereby irrevocably submit to the exclusive jurisdiction of any federal or state court located within Tarrant County, Texas over any dispute arising out of or relating to this Release and irrevocably agree that all claims in respect of such dispute or any suit, action proceeding related thereto shall be heard and determined exclusively in such courts.
7. BINDING FUTURE EFFECT; TERMINATION; ELECTRONIC COPIES. I agree that, for my own convenience, this Release shall be effective and apply to all of my present and future (a) use of the Range; (b) use of the facilities, firearms and equipment of the Range; and (c) engagement in or observation of any Activities at the Range. This Release shall terminate only upon written notice thereof by the Participant to the Operator, in which case, the provisions of Sections 2 and 4 through 8 of this Release shall expressly survive such termination. This Release may be executed by handwritten or electronic signature, and by facsimile or via email, each of which shall be an original of this Release.
8. KNOWING AND VOLUNTARY EXECUTION. I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE CONTENTS OF THIS RELEASE. I AM AWARE THAT THIS RELEASE IMPOSES INDEMNITY OBLIGATIONS AND LIMITATIONS ON MY LEGAL RIGHTS. I SIGN THIS RELEASE ON MY OWN FREE WILL.

Signature of Participant

Date

Printed Name of Participant

Emergency Contact Name/Relationship

Emergency Contact Telephone

PARENT/LEGAL GUARDIAN'S CONSENT AND ACKNOWLEDGMENT (must be completed for all participants less than 18 years of age)

The undersigned hereby declares that he or she is the ____ parent or ____ legal guardian of _____ ("Minor"). In consideration of Minor being allowed to participate in the Activities, and to use the facilities, firearms and equipment of the Range, the undersigned consents and agrees to each and every term of the foregoing Release, **INCLUDING BUT NOT LIMITED TO THE EXTENT TO WHICH SUCH RELEASE INCLUDES ANY CLAIM THAT ALLEGES THE NEGLIGENCE IN WHOLE OR IN PART OF THE 3R PARTIES** and further AGREES TO DEFEND, INDEMNIFY AND HOLD EACH OF THE 3R PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF ANY KIND, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS **AND ANY CLAIM THAT ALLEGES THE NEGLIGENCE IN WHOLE OR IN PART OF THE 3R PARTIES**, BROUGHT BY, OR ON BEHALF OF, SAID MINOR. The undersigned certifies that Minor has no medical, physical, mental or emotional conditions which could interfere with Minor's safety and the safety of others in connection with Minor's engagement in or observance of any of the Activities or use of the Range, and is willing to assume all risks and responsibilities that Minor's condition or actions create, directly or indirectly, and shall bear all liabilities and costs for the same. The undersigned further certifies that the Minor shall be accompanied by and under the direct supervision of a parent or legal guardian of Minor at all times while at the Range and while engaging in or observing any Activities.

Signature of Parent/Legal Guardian

Date

Printed Name of Parent/Legal Guardian