

Fifty Caliber Shooters Association

WAIVER AND RELEASE OF LIABILITY

Alliance, Nebraska

The Fifty Caliber Shooters Association (FCSA) is a nonprofit organization dedicated to the advancement of the sporting use of the .50 BMG cartridge. I _____, the undersigned person, request to voluntarily participate in the FCSA sponsored activities and competitions specifically, at the **Alliance Rifle Club on Sept. 2-4, 2016**. In consideration of the permission granted by FCSA to participate in this Shoot/Competition, I, for myself, my family members, my personal representatives, heirs, next of kin, spouse, and assigns, DO HEREBY:

1. Release, discharge and covenant not to sue the FCSA, the SCSC or their respective subsidiaries, agents, officers, directors, shareholders, executors, administrators, employees, successors, legal representatives and assigns (hereinafter collectively referred to as the "Releasees"), from any and all claims, damages, demands, grievances and causes of action, of whatsoever nature, known or unknown, past, present, or future, whether statutory, in contract or in tort, legal, equitable or otherwise, including but not limited to the Texas Deceptive Trade Practices Act, the breach of the duty of good faith and fair dealing, libel, slander, negligence, defamation, which have accrued or may ever accrue to me, my heirs, executors, administrators, legal representatives or assigns, because of or in anyway arising from my participation or mere attendance at the shoot/competition referred to herein. I hereby covenant to hold Releasees harmless and indemnify Releasees for any claims, actions, suits, complaints, procedures, costs, expenses, judgments, damages and liabilities or expense Releasees may incur arising out of, or connected with my activities or participation in the shoot/competition or club activity, or presence in the range.

2. Understand that my entry into this Shoot/Competition and/or participation therein, and my entry upon any premises where this shoot and competition is held, that there is a DANGER AND RISK OF INJURY OR DEATH. In addition, I understand that the present condition and activities of the Competition may change and may become more hazardous and dangerous and that there is INHERENT DANGER in said Competition, which I appreciate and voluntarily assume because I choose to do so. I have observed gun competitions and shoots of this type that I seek to participate in, and I have and/or will have my own equipment to participate in said activity, including ammunition and have inspected said equipment and ammunition and the area of competition. I further know that other participants in this shoot and competition or activity pose a danger to me and that I have no control over any other participants or attendees and nevertheless I VOLUNTARILY ELECT TO ACCEPT RISKS connected with my entry into and participation in this shoot and competition.

3. Acknowledge that I am aware of generally accepted all gun safety rules and regulations and have been advised of the rules of this shoot and competition and my responsibilities during the match and have complied with each said rule, regulation, and responsibility. If I have failed so to do, or if I fail so to do I ASSUME RISK for myself and assume all liability to others for such failure(s) and I hereby RELEASE all parties and Releasees for any failure(s) in inspecting any equipment or failures or others to do so. No oral representations, statements or promises have been made to me to induce me to sign this Agreement. If any portion of this Agreement is held invalid, I specifically agree that the balance thereof shall continue in full legal force and effect.

4. Agree that this agreement shall apply to any accident, injury, cause of action, incident or death occurring at or arising out of the above-mentioned shoot/competition or activity to me or my family.

5. Agree that I am fully aware that I am attending a LIVE FIRE Shoot/Competition and therefore understand the risk and inherent danger of the possibility of injury and/or death.

6. Understand that if any legal action is taken or brought under this Agreement, the prevailing party shall be entitled to

7. Agree that this Agreement shall be governed by and construed in accordance with the laws of the state of Texas and I consent to jurisdiction and venue in McLennan County, Texas.

I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS. I UNDERSTAND AND ASSUME ALL RISK INHERENT IN THE COMPETITION. VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS.

Shooter: _____ **Date:** _____

Competition Location: _____ **Date:** _____

Witnessed By: _____ **Match Director:** _____ **Date:** _____