



ASSUMPTION OF RISK, RELEASE & INDEMNITY AGREEMENT

In consideration of the Undersigned being permitted to engage in recreational activities on properties leased by Upshot Entertainment, LLC DBA Pro Gun Vegas and owned by Eldorado Hills, LLC ("Eldorado") located at 12801 US HWY 95 South, Boulder City, NV 89005 (the "Premises"), the undersigned, along with the undersigned's heirs, executors, administrators, personal representatives, successors, and assigns (collectively, the "Undersigned") hereby acknowledges and agrees to the following.

The Undersigned expressly assumes the risk of entering the Premises and taking part in activities on the Premises including, but not limited to: archery, handgun, rifle and shotgun shooting, including the firing of live ammunition, observing individuals discharging firearms, and any other use of or activity on the Premises, including the land and buildings located thereon. The Undersigned acknowledges and understands the inherent hazards involved in shooting activities, both known and unanticipated, which could result in damage or destruction of personal property and physical or emotional injury, including paralysis or death of the Undersigned or other persons. The risks include, but are not limited to: fatal and/or disabling injury from the use of firearms and/or archery equipment by the Undersigned or by other patrons or Pro Gun Vegas or Eldorado employees, partial or total loss of eyesight or hearing, inhalation or other harmful contact with lead or other contaminants, being struck by flying or falling objects, slippery, loose or falling soil and rocks, unimproved, unmaintained, or uneven terrain, walkways, steps, and roads, and injuries from reptiles, insects, and other desert-dwelling animals and creatures. The Undersigned acknowledges that such hazards and risks, as well as others not mentioned herein, cannot be eliminated without compromising the essential qualities of the Premises, equipment, environment and activities.

KNOWING THE RISKS, THE UNDERSIGNED AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS EXISTING ON THE PREMISES AND IN ENTERING ON TO AND IN USING THE SHOOTING RANGE AND OTHER FACILITIES ON THE PREMISES OR EQUIPMENT PROVIDED BY PRO GUN VEGAS AND IN ENGAGING IN OR OBSERVING SHOOTING OR OTHER ACTIVITIES AT THE PREMISES. THE UNDERSIGNED ALSO HERBY AFFIRMS: (1) THAT HE/SHE IS NOT A FELON, (2) THAT HE/SHE IS PERMITTED UNDER THE LAW TO BE IN THE POSSESSION AND/OR IN THE PRESENCE OF FIREARMS, (3) THAT HE/SHE WILL NOT ENTER THE PREMISES UNDER THE INFLUENCE OF DRUGS OR ALCOHOL, AND (4) THAT HE/SHE IS OTHERWISE MENTALLY CAPABLE OF HANDLING AND FIRING A FIREARM.

The Undersigned further agrees to accept and assume sole responsibility and liability for any act or acts, including any negligent, reckless, or criminal act or omission to act, of the Undersigned's Guests at the Premises. The Undersigned's "Guests" shall include any and all persons who are not members of Pro Gun Vegas who enter the Premises as a result of the Undersigned's invitation, permission, or consent.

The Undersigned further agrees to indemnify, hold harmless and defend Pro Gun Vegas, Eldorado, and any of their respective employees, directors, officers, agents, representatives and volunteers (including their heirs, executors, trustees, and beneficiaries) from any and all fault, liabilities, costs (including cost of any settlement or judgment, costs of court, and attorneys' fees), expenses, claims, demands, and lawsuits arising out of, related to, or connected with the actions or omissions of the Undersigned, or of the Undersigned's licensees, guests or invitees ("Guests"), occurring on the Premises, including, but not limited to, each of those risks addressed herein.

The Undersigned hereby releases and forever discharges and agrees not to sue Pro Gun Vegas, Eldorado, or any of their respective employees, directors, officers, agents, and volunteers (including their heirs, executors, trustees, and beneficiaries), for any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever that arise from property damage, personal or emotional injury, or death resulting from the Undersigned or the Undersigned's Guests entering on to the Premises, using the shooting range or any other facilities located on the Premises, or engaging in or observing shooting and other activities at the Premises, even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability result partially or wholly from any act or acts, even any negligent act or omission to act including negligent or omitted first-aid or rescue operations or procedures, by Pro Gun Vegas, Eldorado, or any of their respective employees, directors, officers, agents, or volunteers.

The Undersigned acknowledges and agrees that he/she has read, understands, and at all times will abide by, all Pro Gun Vegas rules and regulations, all rules or procedures applicable to any particular activity, the procedures, safety rules, and any and all instructions provided by Pro Gun Vegas's employees, whether communicated in writing, verbally, or posted at the Premises. The Undersigned further agrees that he/she will cause his/her Guests to abide by such rules and regulations as well. **IN ADDITION TO ALL OTHER APPLICABLE RULES, THE UNDERSIGNED AFFIRMS THAT HE/SHE, AND ALL GUESTS, SHALL WEAR APPROPRIATE EAR AND EYE PROTECTION AT ALL TIMES WHEN PARTICIPATING IN OR OBSERVING SHOOTING ACTIVITIES.**

The Undersigned acknowledges that this Agreement shall be interpreted by and enforced under the laws of the State of Nevada. The Agreement is intended to be as broad and all-inclusive as permitted by law. If any provision or portion is held to be invalid, void, or otherwise unenforceable, the parties intend that such provision or portion shall remain applicable to the fullest extent permitted by law, and the remaining provisions or portion shall continue and remain in full force and effect. This Agreement, along with any signed written amendments or modifications to it, shall remain in full force and effect in perpetuity beginning on the date of execution and shall be applicable to each and every occasion that the Undersigned or Guests enter on to the Premises. If the Undersigned is a minor, a parent or legal guardian's signature agreeing to this Agreement as to such minor must accompany the signature of the Undersigned.

THE UNDERSIGNED ENTERS THIS AGREEMENT WILLINGLY, AND UNDERSTANDS THAT BY THIS SIGNATURE THE UNDERSIGNED WAIVES SUBSTANTIAL RIGHTS AND AGREES THAT HE/SHE WILL NOT SUE PRO GUN CLUB OR ELDORADO AND RELEASES AND HOLDS PRO GUN VEGAS AND ELDORADO HARMLESS FROM ALL LIABILITY.

Dated this ____ day of _____, _____.

If a Minor:

Signature

Signature of Parent or Legal Guardian

Print Name

Print Name of Parent or Legal Guardian

E-mail Address

Pro Gun Vegas Employee Verifier