

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I acknowledge that I voluntarily have chosen to enter the Odessa Area Outdoor Gun Range. I am aware that activities performed by members such as myself include using firearms at the shooting range and/or using firearms on Club property.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY AND ALL LIABILITY ACTIONS WHICH I MIGHT PURSUE AGAINST ODESSA AREA OUTDOOR GUN RANGE FOR ANY AND ALL BODILY INJURY OR INJURIES, DEATH OR DEATHS, OR PROPERTY DAMAGE, INCLUDING ANY AND ALL LIABILITY ACTIONS ARISING OUT OF NEGLIGENCE ON THE PART OF THE ODESSA AREA OUTDOOR GUN RANGE, ITS AGENTS, OFFICERS, AND/OR MEMBERS.

As consideration for being permitted by ODESSA AREA OUTDOOR GUN RANGE to become a member and to participate in the aforementioned activities, I forever release ODESSA AREA OUTDOOR GUN RANGE, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND ODESSA AREA OUTDOOR GUN RANGE, AND I ACCEPT IT OF MY OWN FREE WILL. I also understand this release and waiver shall remain in effect while I am a member OR GUEST of the Odessa Area Outdoor Gun Range.

RELEASOR PARENT OR GUARDIAN

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST REVIEW AND ACCEPT THIS WAIVER TOGETHER. Parent or Guardian: You verify that the dangers of the activities and the significance of this Release and Waiver were explained to the Member and that the Member understood them.

GUESTS ARE THE SOLE RESPONSIBILITY OF THE MEMBER OR MEMBERS WHO BROUGHT THEM TO THE RANGE. BY BRINGING A GUEST TO THE RANGE YOU AGREE TO ASSUME ALL RESPONSIBILITY FOR THEIR ACTIONS.

ANY PERSON WHO ENTERS THE RANGE THRU THIS ENTRANCE AND PASSES BY THIS NOTICE IS AUTOMATICALLY AGREEING TO PARTICIPATE IN THE WAIVER OF LIABILITY AGREEMENT.

I verify this statement by signing this document and/or entering range property.

MEMBER # _____

DATE _____

PRINT NAME _____

SIGN NAME _____