

GREENVILLE POLICE DEPARTMENT RANGE R - 026
RELEASE OF LIABILITY, INDEMNIFICATION, AND
ACKNOWLEDGMENT AND ACCEPTANCE OF DANGERS,
RISKS, HAZARDS AND RULES AS CONDITION FOR PARTICIPATION

KNOW ALL MEN BY THESE PRESENTS: For the consideration, be it hereby agreed:

PARTIES: "Host" is the City of Greenville, as well as his employees, agents and assigns. "Guest" is any person using the firing range or accompanying any person using the firing range.

RANGE: "Range" means the firing range owned by the City of Greenville.

TERMS:

- (1) **ACKNOWLEDGMENT, ACCEPTANCE AND ASSUMPTION OF RISKS:** Guest acknowledges and understands that the Host makes no warranties, either expressed or implied, as to the safety of the Range. This document provides and imparts sufficient warning that **extremely dangerous conditions, risks and hazards exist at the Range.** Guest's or other persons' presence and activities on the premises expose both Guest and Guest's property, as well as the other persons and their property, to extremely dangerous conditions, risks and hazards, including but not limited to: ricochet or direct gunfire; flying debris caused by gunfire or the effects of gunfire; poisonous snakes, insects and spiders; ditches, erosion and general condition of the land, both on and off roadways, creating rough, hazardous and dangerous driving, riding and walking conditions; animals, both wild and domestic that may be diseased and/or potentially dangerous; sharp rocks; and the use of vehicles. Any of these risks may lead to loss of or damage to property and/or loss of life. **The Guest acknowledges, accepts and assumes all such dangerous, risky and hazardous conditions in exchange for the right of entry.**

- (2) **RELEASE OF LIABILITY AND INDEMNIFICATION:** Guest realizes there are both natural and man-made risks and hazards associated with participating in the Range. Guest agrees and understands that Host assumes no liability for any party's safety when they are exposed to hazardous conditions, whether natural or man-made. Guest agrees to release and hold the Host harmless from any liability for personal injuries or property damage any person sustains while participating in the Range. Cumulative of the foregoing, **Guest agrees to indemnify and hold Host harmless** from any and all actions or causes of action, claims, demands, liabilities, losses, damages, injuries, costs or expenses of whatever kind or nature, including cost of litigation, attorneys' fees and reasonable expenses in connection therewith, for injury to any person while participating in the Range and/or for damage to or loss of any person's property or life while participating in the Range, whether or not such action, claim, demand, loss, injury or damage claim shall be valid or groundless, and whether or not it was caused by the Host's negligent or grossly negligent conduct. The term "injury" as used herein also covers death and/or loss of limb. The release and indemnification provisions of this paragraph are binding upon the Guests. The release and indemnification provisions of this paragraph cover all claims for wrongful death under the Texas Civil Practice and Remedies Code.

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- (3) **UNLIMITED RELEASE AND INDEMNIFICATION:** The Guest's releases and indemnity obligations extended hereby and the liabilities assumed herein by this Agreement shall be without monetary limits. Also, by executing this Agreement, the Guest expressly agrees to release and indemnify Host from and against the consequences of Host's conduct, whether or not the conduct is negligent or grossly negligent, whether or not the negligence is active or passive, and whether such negligence is the sole cause or a proximate cause occurring jointly and concurrently with the Guest or with others. Guest further covenants and agrees that Guest shall not make any claim or institute any suit or action at law or in equity against the Host or Host's respective agents, representatives, employees or assigns.
- (4) **VENUE FOR AGREEMENT:** This agreement is performable in Hunt County, Texas.
- (5) **DURATION OF AGREEMENT:** The provisions, covenants, conditions and indemnities contained in this Release shall survive the term of Guest's or other persons' participation in the Range, and are enforceable for four years after Guest last uses the Range.
- (6) **RULES:** Guest agrees to abide by Host's rules while using the Range. All privileges to use the range may be revoked at any time by Host with or without reason and without notice, at the sole discretion of the Host or his agents, representatives, employees or assigns.

By signing this Agreement, I represent and warrant that (a) I have had ample opportunity to read this Agreement and have done so; (b) I fully understand and voluntarily agree to each term of the Agreement; (c) I have the authority to sign this Agreement for and on behalf of Guest; (d) I am under no duress or requirement to sign this Agreement; (e) I have not been induced to sign this Agreement by the statement or conduct of the Host; and (g) I have the mental competency to understand and enter into this Agreement.

Name of Participant (please print)

Date of Birth

Signature

Date

Day time telephone #