

## WAVIER OF LIABILITY

As in all clay target shooting sports, there is the possibility of pellet deflection off trees, targets, and other solid objects on the shooting course. Likewise pieces of clay targets (and even whole targets) may fall near or even strike the shooter. For all of these reasons, Headwaters for Heroes strongly recommends the use of protective shooting glasses and ear protection.

1. I understand the inherent risks involved in recreational sport shooting, and by my signature, I hereby RELEASE, WAIVE, DISCHARGE, and HOLD HARMLESS, Headwaters for Heroes Inc., Headwaters Saloon, Roy Jones and Family (property owner) (hereinafter referred to as ORGANIZATION) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by my person, or to any property belonging to me, while participating in the Headwaters for Heroes SHOOT OUT (hereinafter referred to as the EVENT).
2. I am fully aware of the risks and hazards connected with participating in the EVENT, including the risk of physical injury, disability, or death, and I am voluntarily participating in said activity, and to enter the above named premises and engage in such activity. I VOLUNTARILY ASSUME FULL REPSONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH that may be sustained, or any loss or damage to property as a result of being engaged in an activity.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the ORGANIZATION and PROPERTY OWNER from any loss, liability, damage or costs that may incur due to participation in the EVENT.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assignees and personal representatives, if I am not alive, and shall be deemed as a RELEASE, WAIVER, AND DISCHARGE of the above named ORGANIZATION and PROPERTY OWNER. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.
5. I understand that the ORGANIZATION will not be responsible for any medical costs associated with any injury, while participating in the EVENT.
6. I further agree to become familiar with the rules and regulations of the EVENT. I will further assume complete risk of any activity done in violation of any rule, directive, or instruction.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and statements or inducements, apart from the foregoing written agreement, have been made; I am fully competent and I execute this Release for full, adequate, and complete consideration fully intending to be bound by same.

\_\_\_\_\_  
Participant's Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Parent or Legal Guardian of Participant

*Participant must sign this waiver. Guardian signature is required if participant is under the age of 18 years old.*