

RELEASE AND ACCEPTANCE OF RESPONSIBILITY AND ACKNOWLEDGMENT OF RISKS

ACKNOWLEDGMENT OF RISKS: I understand and acknowledge that entering property (PREMISES) of Onion Creek Gun Club (OCGC) located in Austin, Texas, bears certain known risks and unanticipated risks which could result in injury, death, or damage to myself, my property, or to other third parties. I understand and acknowledge those risks may result in personal claims against OCGC by other third parties.

ACCEPTANCE OF RISK AND RESPONSIBILITY: Being aware that entry to the PREMISES of OCGC bears potential risks of injury to myself and to third parties as a result of my actions, I agree to accept and assume all responsibility and risk for injury, death, or damage to myself or to my property arising from being on the PREMISES. I agree, covenant, and promise to accept and assume all responsibility and risk for injury, death, or damage to other third parties and their property arising from my entry to the PREMISES. My entry to the PREMISES of OCGC is purely voluntary and I elect to enter in spite of the numerous risks that I will expose myself to while on the PREMISES.

PARTIAL LIST OF RISKS: I understand that although OCGC may have a greater knowledge of the PREMISES than I, it is impracticable and impossible for OCGC to list and/or to physically show me each and every possible hazard on the PREMISES. I understand my presence on the PREMISES exposes me to many dangerous conditions, risks and hazards, including but not limited to: firearms, projectiles, accidental gunshots, dangerous tools with sharp points, tractors, overexertion or excitement, unpredictable weather, lightning, undeveloped, untamed, wild ranch land including but not limited to erosion and general condition of the land, both on and off roadways, creating rough, hazardous and dangerous driving and walking conditions including but not limited to holes, rocks, limbs, brush, low hanging limbs, dead limbs in trees, cactus, exposed roots, unstable soil, cracks in soil, bluffs, creeks, fence posts, barbed wire, and further including life threatening and unprovoked attacks and/or bites by wild creatures including but not limited to poisonous snakes such as rattlesnakes, copperheads, water moccasins, and further including lizards, ticks, ticks carrying Lyme disease, insects, spiders, swarms of dangerous insects, scorpions, foxes, coyotes, cougars, bobcats, ringtail cats, raccoons, opossum, etc.; animals both wild and domestic that may be diseased and/or potentially dangerous; electric power lines, steps and walkways, ladders, hot water, deep water in lakes, hunters and persons with firearms both on or off the PREMISES, and the use of vehicles. I have read the Partial List Of Risks and acknowledge that I understand they do exist, that there are surely other risks that are known and unknown, all of which I also accept.

RELEASE: I hereby voluntarily release OCGC, its agents or employees, and all other persons or entities from any and all liability, claims, demands, actions or rights of action, which are related to or are in any way connected with my entry to the PREMISES, including specifically but not limited to the negligent acts or **omissions** of OCGC, its agents or employees, and all other persons or entities, for any and all injury, death, damage to myself or to my property.

I further agree, promise, and covenant to hold harmless and indemnify OCGC, its agents or employees, and all other persons or entities from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage which I may negligently or intentionally cause to other third parties in the course of my participation in the activity. I further agree, promise, and covenant not to sue, assert or otherwise maintain or assert any claim against OCGC, its agents or employees, and all other persons or entities, for any injury, death or damage to myself or to my property, arising from or connected with my being on the PREMISES or from any claim asserted against me by other third parties. In signing this document, I fully recognize that if anyone is hurt or property is damaged while I am on the PREMISES, I will have no right to make a claim or file a lawsuit against OCGC, or its officers, agents, or employees, even if OCGC, they or any of them, negligently caused the bodily injury or property damage.

EFFECT OF THIS RELEASE AGREEMENT: I understand and acknowledge that by initiating and/or signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against OCGC, its agents or employees, and other persons, entities, including specifically, but not limited to, rights arising from or claims for the acts or **omissions**, negligent in any degree, of OCGC, its agents or employees, and all other persons or entities. I understand and acknowledge that by initiating and/or signing this document, I have assumed responsibility and legal liability for the claims or other legal demands, including defense costs, which may be asserted by other third parties against me as a result of being on the PREMISES. I understand that this is the entire Agreement between myself and OCGC, its agents or employees.

My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms.

DATE

NAME (Printed)

SIGNATURE

NAME OF MINOR (Printed)

**SIGNATURE OF RESPONSIBLE
PARENT OR GUARDIAN (for under 18 yrs. of age)**