

# ATHENA

## GUN CLUB

### Release, Assumption of Risk and Indemnity Agreement

I, \_\_\_\_\_, hereby acknowledge that I have voluntarily applied to enter on to and to engage in or observe shooting and other activities at the Shooting Range Facility (the "RANGE") at the Athena Gun Club (the "AGC"). These activities include, but are not limited to, the use and discharge of firearms at the RANGE, the use and discharge of rental firearms provided by the RANGE and the services and training by employees of the RANGE.

I acknowledge and understand that shooting activities are inherently hazardous and involve both known and unanticipated risks which could result in damage or destruction of property and physical or emotional injury, including paralysis or death, of myself or of other persons. These risks include, but are not limited to: being shot by or shooting myself or others; partial or total loss of eyesight or hearing; inhalation or other harmful contact with lead or other contaminants; and being struck by flying or falling objects. I further understand that the discharging of firearms and the use of ammunition have inherent dangers that no amount of care, instruction, or expertise can eliminate.

I further acknowledge and understand that the RANGE is an indoor shooting facility which utilizes a series of component parts, including a bullet trap to decelerate discharged ammunition; however, I understand that these component parts and bullet traps of the RANGE, do not, in every instance, contain bullets or bullet fragments and has been known to cause ricochets which could cause serious personal injury or death.

I further acknowledge and understand that AGC makes no warranty as to the design, manufacture, condition or fitness for any particular purpose of any RANGE facilities or equipment, including, but not limited to: firearms, ammunition, eye/hearing protection, and first-aid supplies.

I further acknowledge that COVID-19 has been declared a worldwide pandemic, is extremely contagious and is believed to be spread mainly from person-to-person contact. I understand that I may be exposed to or infected by COVID-19, or any other communicable disease, at AGC and that such exposure or infection may result in personal injury, illness, permanent disability, or death.

I represent that I have never been convicted of a felony in any of the 50 United States. Texas law prohibits any person convicted of a felony to be present in any environment where firearms are present. I represent that I am experienced and skilled in the proper handling, loading, use and discharge of all firearms and ammunition I intend to use at the RANGE. I understand that the RANGE is specifically relying on the truth of my representations concerning my experience with firearms, in permitting me to make use of the RANGE.

**As lawful consideration for being permitted by the AGC to enter on to the RANGE, to use RANGE facilities or equipment and to engage in or observe shooting and other activities at the RANGE, as either a Member or a Guest, I agree as follows:**

I agree to assume full responsibility for any and all risks, injuries, or damages, known or unknown, of whatsoever any kind and nature, which I might incur as a result of entering on to the RANGE and in using RANGE facilities or equipment and in engaging in or observing shooting and other activities at the RANGE.

I agree to assume all responsibility and liability for any act or acts, even negligent, reckless, or criminal act or omission to act, of my Guests at the RANGE. (I understand that "my Guests" includes any and all persons who enter on to the RANGE, use the RANGE facilities or engage in or observe shooting and other activities at the RANGE as a result of my express invitation, permission or consent). I agree that I will ensure that each of my Guests read and sign a "Release, Assumption of Risk and Indemnity Agreement." Guests also include any MINORS under guardianship of the undersigned (MINOR is defined as any person under the age of 21 on the date the activities on RANGE are to take place). Each MINOR participating in RANGE activities must be included in the GUARDIANSHIP section at the bottom of this document and is therefore also bound by "Release, Assumption of Risk, and Indemnity Agreement."

I agree to abide by AGC's Code of Conduct and to ensure my Guests do so as well. I knowingly, voluntarily and expressly waive any and all claims I, my next of kin, heirs, guardians, representatives, assigns or any other person claiming under me completely and without reservation that I may have against the Athena Gun Club, its agents, officers, members, employees, instructors, volunteers, or representatives from any and all injuries or damages that I may sustain as a result of me entering on to the RANGE, using RANGE facilities or equipment, engaging in or observing shooting range activities. This includes, but is not limited to, a COVID-19 infection, or any other communicable disease, whether it occurs during or after entering AGC. Also, I, my next of kin, heirs, guardians, representatives, assigns or any other person claiming under me, forever release, waive, discharge and covenant not to sue the Athena Gun Club, its agents, officers, members, employees, instructors, volunteers, or representatives for any personal injury, death, disability, property damage, property theft or acts and/or omissions of whatsoever kind and nature including, but not limited to, those caused by its negligence or other acts including, but not limited to, those acts and/or omissions of other participants or persons at the RANGE.

I further acknowledge and agree that it is my understanding and intent that this Agreement, and any signed written amendments or modifications to it, shall remain in full force and effect from the date of execution and ever after shall be applicable to each and every occasion that I or my Guests enter on to the RANGE, use RANGE facilities or equipment or engage in or observe shooting and other activities at the RANGE. I further agree that viewer discretion is advised for all content shown on the Use of Force SIMULATOR and do hold harmless the AGC for any damages physical or non-physical that may occur while using said SIMULATOR. I further agree to accept financial responsibility for the repair of any EQUIPMENT that I rent, borrow, or use that is owned by the AGC in the event that damages were directly caused by MINE or my GUESTS inappropriate use of said EQUIPMENT.

I have carefully read this "Release, Assumption of Risk and Indemnity Agreement" and fully know its contents. I acknowledge that no other inducement, assurance, or guarantee has been made to me in consideration of my signing this Agreement which I sign voluntarily and of my own free will. I further acknowledge and agree that this Agreement may be amended or modified only by a writing signed by me and by an authorized agent of the AGC.

Print Participant's Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ ID Type & Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

GUARDIANSHIP of MINORS

IN CONSIDERATION of allowing the below MINOR participant in activities on the RANGE and/or being permitted to enter for any purpose any AREA of the RANGE (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited, including but not limited to the shooting bay area, the retail areas, waiting areas and any other area of the AGC property), EACH OF THE UNDERNAMED, his/her personal representatives, heirs and next of kin agrees to all provisions set forth in this "Release, Assumption of Risk and Indemnity Agreement:"

MINORS UNDER GUARDIANSHIP

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Relationship: \_\_\_\_\_

I do fully accept any and all implied responsibilities for the MINORS under MY GUARDIANSHIP and knowingly, voluntarily and expressly waive any and all claims that I and the MINOR's next of kin, heirs, guardians, representatives, assigns or any other person claiming under the MINOR completely and without reservation that they may have against the Athena Gun Club, its agents, officers, members, employees, instructors, volunteers, or representatives from any and all injuries or damages that a MINOR under MY GUARDIANSHIP may sustain as a result of me entering on to the RANGE, using RANGE facilities or equipment, or engaging in or observing shooting range activities.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

How did you hear about **ATHENA**  
GUN CLUB

- Radio
- Gun Shows
- Internet
- Word of Mouth
- Social Media
- News
- Drive-by
- Other \_\_\_\_\_