

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Lotus 1 Consultants LLC, their agents, owners, officers, volunteers and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "L1C"), I hereby agree to release, indemnify, and discharge L1C, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Shooting Range – Firearms activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; strains, sprains, cuts, bruises, muscle soreness, fractures, and broken bones; musculoskeletal injuries, including injuries to the head, neck, back, or internal organs; hearing or vision loss; dehydration; permanent disability; being struck by a bullet; exposure to airborne contaminants, flying debris, ricochets, and spall; equipment failure; improper handling of loaded firearms; the use and carrying of firearms; latent or apparent defects or conditions in equipment, whether or not supplied; participation may result in the undersigned or third parties being shot by a firearm; suffering hearing loss; eye injury or loss; inhalation or contact with airborne contaminants and or flying debris; failure to operate safely, remain within one's abilities, or stay within designated areas; the negligence of other persons; exposure to transmissible pathogens or diseases; and the risk of emotional, psychological, or physical injuries associated with this activity. The negligence of other visitors, participants, or other people who may be present.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. **Indemnity, release and hold harmless agreement in favor of L1C.** I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless L1C from any and all claims, demands, or causes of action based upon or arising out of injuries, including death, to persons, or damages to or destruction of property, sustained or alleged to have been sustained in connection with, arising out of, or in any way related to my participation in this activity or my use of L1C's equipment or facilities, including any such claims, demands or causes of action which are based or founded, *in whole or in part, upon the alleged negligent acts or omissions of L1C.*

4. Should L1C or anyone acting on their behalf be required to incur attorney fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against L1C, I agree to do so solely in the state of Texas, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against L1C on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at L1C. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ DOB _____ Phone # _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENTS' OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s) and DOB(s)) _____

being permitted by L1C to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless L1C from any and all claims which are brought by, or on behalf of, minor(s), and which are in any way connected with such use or participation by minor(s).

Parent or Guardian: _____ Print Name: _____ Date: _____