

RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

Maxey Rifleman Gun Club, Inc.

[PRINT NAME] _____ hereinafter "Individual," in consideration of being allowed to come on the premises of MAXEY RIFLEMAN GUN CLUB, INC. (MAXEY) and to use its equipment and facilities, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Individual hereby agrees:

1. **Risks:** There are inherent risks associated with the handling or discharging of firearms, and the handling or firing of live ammunition. These risks vary considerably depending on the specific activity and the experience level of the persons involved. These risks may include but are not limited to the possibility of property damage, injury, damage to hearing or eyesight, paralysis, permanent disability, disfigurement, and even death. The risks may be caused by gunshots, malfunctions of ammunition or firearms, or mechanical failure; ricochets or injuries from flying objects; contamination by lead or other substances; dangerous conditions on the premises or with the improvements; motor vehicles or other equipment; plants, insects, animals, uneven terrain, and weather; ordinary risks associated with athletic and outdoor activities; the acts or omissions of the Individual, other persons, or the instructors; Acts of God; and/or other causes. Some of these risks may be known, but some may be unknown and unforeseeable.
2. **Release:** The Individual understands that MAXEY operates a shooting range and may provide equipment or facilities, but MAXEY is not responsible for providing insurance or guaranteeing safety. Individual agrees that MAXEY will not be liable for any Risks associated with the Individual's presence at the Facility, or use of the Facility or equipment by the Individual or others. The Individual acknowledges that the cost for membership and/or use of the Facility would be much higher if MAXEY was to provide that additional coverage. Individual therefore fully and completely releases MAXEY, its officers, directors, agents, and employees, and the owner of the land on which the Facility is located, from any Claims, to the fullest extent permitted by law. This release specifically includes any negligence by MAXEY and/or its officers, directors, employees, agents, volunteers, range safety officers, and other personnel, and the negligence of other individuals, members, competitors, guests, spectators, and other persons at the Facility. Individual further agrees to indemnify, hold harmless, and defend those persons and entities from any Claims asserted by Individual, his spouse and other family members, guests, spectators, and anyone else accompanying Individual at the Facility, and further covenants on his behalf and theirs not to file suit or assert any claim based in whole or part on those Risks. The Individual accepts and assumes those Risks, waives all Claims against MAXEY and its officers, directors, agents, and employees, and the owner of the land on which the Facility is located, for himself/herself and for his/her personal representative, heirs, successors, assigns, spouse, and family members and agrees to obtain his or her own insurance if desired. The Individual executes this document on his or her behalf, and also on behalf of his or her spouse, heirs, executors, administrators, family members, children, guests, spectators, and anyone else accompanying the Individual at the Facility at any time.
3. **Indemnification:** The Individual agrees to indemnify, hold harmless, and defend MAXEY and officers, directors, agents, and employees, and the owner of the land on which the Facility is located from any liability, fault, costs, expenses, claims, or legal actions arising out of or related to Individual's presence, acts, or omissions.
4. **Gun Safety:** The basic rules of safe gun handling are: 1. **ALWAYS** keep the gun pointed in a safe direction. 2. **ALWAYS** keep your finger off the trigger until ready to shoot. 3. **ALWAYS** keep the gun unloaded until ready to use. Know your target and what is beyond. The rules for safely using and storing a gun are: 4. Know your target and what is beyond. 5. Know how to use the gun safely. 6. Be sure the gun is safe to operate. 7. Use only the correct ammunition for your gun. 8. Wear eye and ear protection as appropriate. 9. Never use alcohol or over-the-counter, prescription or other drugs before or while shooting. 10. Store guns so they are not accessible to unauthorized persons. 11. Be aware that certain types of guns and many shooting activities require additional safety precautions. Individual represents that he or she knows and understands these rules, and will comply with them at all times when at the Facility. Individual promises to read and follow the Bylaws, Standard Operating Procedures, rules, and regulations established by MAXEY, and will obey all instructions

given by MAXEY or any of its officers, directors, employees, range safety officers, or instructors.

5. **Individual's Representations and Warranties:** The Individual represents and warrants that he and any family members, guests, spectators, and other persons accompanying the Individual at the Facility have a basic knowledge of gun safety, and sufficient knowledge to safely handle and operate any firearms or other equipment which will be used at the Facility. Individual agrees to supervise his family members, guests, spectators, and other persons accompanying the Individual at the Facility, to ensure that they remain safe and act safely, to make sure they follow all of MAXEY's policies while they are at or near the Facility, and to make sure each of them signs a Release in this same form, before they engage in any other activities at the Facility. Individual represents and warrants that he or she can read and understand the English language. Individual also attests that he/she is legal to own a firearm in the State of Texas.
6. **General Terms and Conditions:** Individual's representations, indemnifications, and waivers in this agreement shall be construed as broadly and inclusively as permitted by law. If any term or provision of this agreement is held to be unenforceable or invalid, the enforceability of the remaining terms and provisions shall not be impaired. Individual hereby acknowledges and agrees that Individual has read this document and understand the terms within it, including its legal effect. Individual executes this agreement voluntarily. This agreement shall be governed under the law of the State of Texas. Venue for any lawsuit relating in any way to this Agreement or any other dispute involving Individual and MAXEY shall be in Lamar County, Texas. The provisions in this document shall never expire, and shall remain in full force and effect in perpetuity unless superseded by another agreement.
7. **Definitions:** As used herein:
- a. "Claims" shall include any and all claims, causes of action, liability, fault, costs, expenses, and legal or equitable actions of any kind arising from or related in any way to the Activity, or from the presence, acts, or omissions of MAXEY, other Individuals, the owners and operators of the Facility, or other persons present during the Activity. The term shall include, but not be limited to claims of negligence and gross negligence; personal injury, theft, property damage or destruction; wrongful death and survivor claims; premises liability; other tort claims; and all other claims of any kind. It shall include but not be limited to claims for damages, fines, exemplary damages, attorney's fees, court costs, and all other claims for money, equitable relief, or other relief of any kind.
 - b. "Facility" shall include the shooting range operated by MAXEY and any other premises which are subject to MAXEY's control, or on which an activity organized by MAXEY is conducted.
 - c. "MAXEY" shall refer to MAXEY RIFLEMAN GUN CLUB, INC.; its officers, directors, agents, and employees; and all instructors, trainers, range officers, coaches, independent contractors, organizations such as the International Defensive Pistol Association (IDPA), United States Practical Shooting Association (USPSA), National Rifle Association (NRA), Texas State Rifle Association (TSRA), Civilian Marksmanship Program (CMP), Texas 4-H Shooting Sports, Boy Scouts of America, and other persons, clubs, or organizations involved in any way in activities conducted at the Facility.

[CHECK ONE]:

_____ Individual represents and warrants that he/she is eighteen years of age or older.

_____ Individual is under eighteen years of age.

If Individual is under eighteen years old, Individual's parent or guardian signs this document individually and for of himself or herself and the minor Individual, accepts all of the terms in this document; and authorizes the minor Individual to possess, store, carry, and use firearms and ammunition, including handguns and handgun ammunition, and to come on MAXEY's premises and use MAXEY's equipment and facilities.

SIGNATURE

(parent or guardian of minor Individual)

PRINTED NAME

DATE

Membership Application
For
MAXEY RIFLEMAN GUN CLUB
P.O. Box 1091
Paris, TX 75461-1091

Date of Application _____

Please Print

Name _____ **DOB** _____
First Middle Initial Last Members must be 18 or older

Address _____ City _____ State _____ Zip _____

Home Phone: _____ Cell _____ Email _____

Spouse's Name: _____

NRA Membership# _____ TSRA Membership# _____

Status (circle one)

Regular Annual Membership	\$60.00 + one time Initiation fee of \$60.00
NRA, TSRA or Law Enforcement	\$50.00 + one time Initiation fee of \$50.00
Active Military Member	\$35.00 + one time Initiation fee of \$35.00

For those members who would like to take advantage of a multiyear membership discount, the following rates would apply.

3 year membership with a 10% discount.	\$162.00
5 year membership with a 25% discount.	\$225.00
3 year membership for Law Enforcement, NRA, & TSRA w/10% discount.	\$120.00
5 year membership for Law Enforcement, NRA, & TSRA w/25% discount.	\$187.50

*** New members wanting to join for multi years need to include a one-time Initiation fee as listed for Annual Membership. (\$60.00 for regular membership, \$50.00 for Law, NRA or TSRA)

Military Rank, Branch, Unit, and Duty Station or Badge Number. _____

Have you read the Maxey Rifleman Gun Club Rules as posted at maxeyrgc.com and do you agree to abide by those rules? YES NO

Signature of Applicant _____

All Membership applications must be accompanied by a signed copy of the Liability Waiver. The Liability Waiver can be found at maxeyrgc.com.

Beginning in 2021 each individual member will receive a personal code. This code will allow each member to be able to go to the website, enter his code, and get access to confidential information for members only, such as current gate code or other special announcements. **PLEASE NOTE, YOU WILL NOT BE ABLE TO ACCESS OTHER MEMBERS INFORMATION.**

Each member is responsible for updating his address or email address should he move or change providers. Members will also be able to renew membership and pay online. Newsletters will only be mailed to those members with NO email address.

CLUB RULES

Maxey Rifleman Gun Club Firing Range Rules

1. All Club Officers and Range Safety Officers must be obeyed.
2. Violations of any of these rules may result in termination of club membership.
3. Keep firearm unloaded until ready to shoot. No loaded firearms behind the firing line stations or left unattended (i.e., parking area, racks or benches).
4. THERE IS TO BE NO FIRING WHEN ANYONE IS DOWN RANGE ! Before going down range for any reason, notify all shooters on the firing line by calling a □Cease Fire□. It is mandatory for all shooters to unload their firearms before anyone goes down range and is considered a courtesy not handle them while anyone is down range.
5. No firing from behind the firing line which is the front edge of the concrete on both the rifle and pistol areas of the firing range.
6. No shooting in front of the firing line stations unless authorized by Match or Event Director.
7. No firing Rifles or Shotguns from the Pistol Range unless authorized by Match or Event Director.
8. Shooting 50 BMG Cal firearms is not allowed on the Maxey Rifleman Gun Club Firing Range.
9. Eye and ear protection are mandatory on the range.
10. Place targets on the backers so that any rounds fired will hit the berm.
11. Shoot in your lane only. Do not fire across the range.
12. Using GLASS as targets is prohibited.
13. No tracers, incendiaries or armor-piercing ammunition are allowed. No explosive or pyrotechnic devices are allowed, i.e., Tannerite.
14. Do not use target boards to test shotgun patterns.
15. Please keep the gate closed and locked at all times. This will be a small inconvenience to everyone but will help keep out all non-members. Also, please do not give out the gate combination to any non-members.
16. All shooters must have a membership card or be accompanied by a club member unless it is a shooting event open to the public.
17. Members are responsible for their guests. All shooters under the age of 18 must be supervised by an adult at all times when they are on the firing line.
18. A member's dues cover their spouse and dependents only. Any guest may be invited to the range twice. However, the third time they must pay for their own membership.
19. Clean up your trash before you leave, including shotgun shell hulls and trash targets. Deposit all litter in the provided trash containers.
20. Killing of any animals within club boundaries is not permitted.
21. No alcoholic beverages will be allowed before or during any shooting session.
22. Any organization desiring to lease the range must have the club president's approval 21 days in advance.
23. When you arrive at the range, if your combination does not work, try a vigorous push/pull of the lock which often frees the action. If your combination is plainly wrong, refer to www.maxeygunclub.com to receive the correct code.