#### \*\*\*WAIVER AND RELEASE AGREEMENT\*\*\*

Please read carefully before signing.

This is a Release of Liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of SAN ANTONIO TRAP AND SKEET, DBA SAN ANTONIO GUN CLUB. ("SATS")

I agree to the following Waiver and Release.

I acknowledge that clay target shooting has inherent risks, hazards and dangers for anyone that cannot be eliminated. I UNDERSTAND THAT THESE RISKS, HAZARDS AND DANGERS INCLUDE BUT ARE NOT LIMITED TO:

- 1. The risk of handling firearms and being near others that have firearms in their possession.
- 2. The risk of **ear damage** from noise.
- 3. The risk of **eye damage**.
- 4. The risk of injury and/or damage to my property from ammunition, clay targets, clay target pieces, and shot from other guns.
- 5. Walking in rugged country, including encounters with wildlife, animals and insects.
- 6. Inclement weather conditions.
- 7. Risk of injury from animals on premises including but not limited to other shooters' pets.

# THIS IS A SHOTGUN-ONLY FACILITY! NO PISTOLS, RIFLES, ETC. ARE ALLOWED ON THE RANGE AT ANY TIME. LEAVE ANY SUCH FIREARMS IN YOUR VEHICLE.

NO PERSON WHO HAS CONSUMED ANY ALCOHOL MAY SHOOT, AND NO ALCOHOL IS ALLOWED OFF OF THE SIDEWALK ONTO THE SHOOTING FIELDS.

## EYE AND EAR PROTECTION IS REQUIRED BY EVERYONE ON THE FIELDS WHILE AT SATS.

## ALL SHOOTERS MUST BE ABLE TO HOLD, LOAD, SHOOT, AND UNLOAD SHOTGUN SAFELY BY THEMSELVES IN ORDER TO SHOOT AT SAN ANTONIO TRAP & SKEET.

SHOT SIZE LIMITED TO: 71/2, 8, or 9 shot

#### Shooter is responsible for the max value of a lost card

Failure to comply with shot size limits or other safety rules can result in loss of privilege to shoot at the SATS.

I understand the risks, hazards, and dangers as described above and have had the opportunity to discuss them with the management of SATS. I understand that these activities may require good physical condition and a degree of skill and knowledge. I believe that I have good physical conditioning and degree of skill and knowledge for me to engage in these activities safely. I understand that I HAVE RESPONSIBILITIES. My participation in this activity is purely VOLUNTARY. I AM VOLUNTARILY USING THE SERVICES OF SATS WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY & ALL RISKS OF INJURY, PARALYSIS OR DEATH.

Last, I, for myself, my heirs, successors, and executors, and subrogates, hereby and KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS SATS STAFF PERSONALLY, SATS AND ALL OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS from and against claims, actions, causes of action, liabilities, suits and expenses (including reasonable attorney's fees) which are related to, arise out of, or are in any way connected with any participation in any activity including, but not limited to, entering the club, using the club facilities or equipment or engaging in or observing shooting, NEGLIGENCE of any kind in nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as SERVICES, ANIMALS or EQUIPMENT, whether such damage, loss, injury, paralysis, or death is a result of negligence of SATS AND COURSE DESIGNS or from some other cause. I, for myself, my heirs, my successors, executors and subrogates, further agree not to sue SATS, ANY OFFICERS OR

DIRECTORS, AGENTS, EMPLOYEES OR VOLUNTEERS as a result of any injury, paralysis or death suffered in connections with my use and participation in any activity connected with SATS, OWNED AND OPERATED BY CITY OF SAN ANTONIO.

WHEREAS, in consideration of the use of premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees to the following: The undersigned hereby acknowledges and agrees to have voluntarily applied to use the facilities and properties owned by SATS. It is understood and acknowledged that the use of the premises and recreational equipment in which others, as well as the undersigned, are engaged in recreational activities involves inherent extreme hazards, dangers, and risks. The undersigned represents that he/she is fully competent to use the equipment and participate in the recreational activities and that he/she freely, knowinaly, and voluntarily assumes the risk of using the equipment and participating in such activities, including the risks of property damage, bodily harm, and death. The undersigned acknowledges and understands the Rules attached to this sheet. The undersigned, by his/her signature, certifies that he/she has read these Rules, and has made himself/herself familiar with the safety rules of the equipment and premises. As additional consideration for the use of the equipment and premises, the undersigned, for himself/herself and his/her heirs, executors, administrators, legal representatives, successors, assigns and for anyone claiming by, through or under the undersigned, hereby forever and completely RELEASES, ACQUITS and FOREVER DISCHARGES SATS), its/their directors, officers, employees, agents, and each of them and their respective heirs, executors, administrators, legal representatives, successors and assigns and any one claiming by, through or under such persons, individually and in all capacities (collectively, the "SATS"), from and against any and all claims, liabilities, demands, obligations, right, damages, (whether actual, exemplary or punitive, costs, expenses and causes of action of any nature, kind or character, whether tort, contract or statutory, known or unknown, suspected or unsuspected, fixed or contingent, in law or in equity, including claims based on strict liability or the sole, concurrent and/or gross negligence of the SATS or any of them) that the undersigned may now have or that may ever accrue in the future to the undersigned that are based on, relate to, arise from, or are in any way connected with any act, omission, communication, representation, warranty, covenant, agreement or course of conduct of or by the SATS.

THE WAIVER AND RELEASE SPECIFICALLY WAIVES AND RELEASES ANY AND ALL FUTURE CLAIMS, AND SPECIFICALLY RELEASES PRESENT AND FUTURE CLAIMS BASED ON THE STRICT LIABILITY OR SOLE, CONCURRENT AND/OR GROSS NEGLIGENCE OF THE SATS.

By signing this instrument, the Undersigned affirms he/she has read, understands and will comply with the requirements as set for herein and do hereby agree to defend, indemnify and hold harmless the SATS, and its/their officers, directors, owners, partners, agents, brokers, employees, insurers, assigns, and all other related person, entities, affiliates, predecessors, and successors, from any act or omission from which the Undersigned is directly responsible. This instrument binds the Undersigned and his/her executors, administrators, assignees, or heirs. The undersigned hereby affirms that he/she has read this Waiver and Release and assumes any and all risks of entering and using the premises or the equipment.

DATE

SIGNATURE

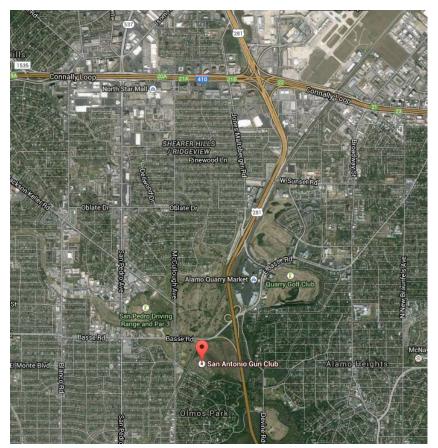
Print Name (Please Print Legibly)

Optional email to receive our

Address

I AGREE TO ABIDE BY ALL SAFETY RULES. WHETHER WRITTEN OR ORAL.

newsletter:





San Antonio Gun Club 928 E Contour Drive San Antonio, TX 78212-1762 (210) 828-9860 - www.sagunclub.com



### **Prevent-Prepare-Protect Training and Consulting (P3TC)**

www.P3TC.com Phone: 210-695-0PPP (0777)

### Safety Rules, Assumption of Risk, and Student Waiver

#### 1. WEARING/USE OF WEAPONS AND FIREARMS

Knives, Batons, Spray, Conducted Energy Devices (CEDs) may be retained at the discretion of the instructor. Under no circumstances shall live ammunition be in the training environment. Firearms and ammunition shall be unloaded or secured during training except when authorized. FIREARMS LEFT IN YOUR VEHICLE ARE AT YOUR RISK.

EXCEPTION: If an operational firearm is used in training, it shall be CLEAR and SAFE and verified. All firearms will be examined by two people (the instructor, owner, or his/her partner) to make certain the firearm is CLEAR and SAFE. Under no circumstances will live ammunition be permitted in the training area.

#### 2. WEARING OF JEWELRY, ETC.

All jewelry should be removed during classes involving hand-on training. Students should consider removing rings since swelling of the fingers could occur if the hand were to be injured, perhaps requiring the ring to be cut off. In this light, consider cutting fingernails as they may break or cut another student.

#### 3. NO HORSEPLAY IS TOLERATED.

Any student who disregards SAFETY rules or practices will be summarily dismissed from training. Although there may be many ways to accomplish an objective, practice only the technique taught by the instructor.

#### 4. NO TRAINING HAZARDS.

Keep equipment off floor and away from walkways; avoid walls, countertops, and other hazards; stay on mats when performing training techniques.

#### 5. PAT OUT/TAP OUT RULE.

If a restraint technique is used to the point of pain compliance or beyond, immediately pat or tap out. Upon pat or tap out, students shall immediately release all holds and assist each other in recovery.

#### 6. PRACTICE TECHNIQUES SLOWLY AT FIRST.

Learn the technique before applying force and speed. Speed will come with perfect technique.

#### 7. ADVISE YOUR INSTRUCTOR AND YOUR PARTNER OF ANY INJURY.

A RED mark or band worn by any training student is the sign to warn of injury USE CAUTION WITH A PARTNER WHO IS WEARING A RED MARK OR BAND. Contact your instructor NOW if you need a RED MARK OR BAND.

#### 8. ADVISE YOUR INSTRUCTOR IMMEDIATELY OF ANY INJURY THAT OCCURS DURING TRAINING.

All blood shall be immediately reported, controlled, and cleaned. FIRST AID EQUIPMENT IS AVAILABLE. EMERGENCY MEDICAL SERVICES CAN BE SUMMONED, IF NECESSARY. Air Life service is requested for any gunshot wound to the torso or head.

### 9. ALL STUDENTS AND INSTRUCTORS SHOULD ATTEMPT TO MAINTAIN AS SAFE A TRAINING ENVIRONMENT AS IS REASONABLY AND PRACTICALLY POSSIBLE.

Instructors cannot always watch all students. Therefore, each student is responsible to conduct himself/herself in a safe manner, to abide strictly by and enforce these safety rules, and to comply with all instructions given by your instructor(s) or safety monitors.

Class:	
SAFETY RULES	2

#### 10. PHOTOGRAPHS AND VIDEOS MAYBE USED IN FUTURE P<sup>3</sup>TC PROGRAM PROMOTIONAL PIECES.

SAFETY IS YOUR RESPONSIBILITY AT ALL TIMES! If anyone says to "STOP", "CEASE FIRE", etc., DO SO

I hereby authorize the use, publication, and reproduction at any time by Prevent-Prepare-Protect Training and Consulting (P³TC) of the photographs/videos taken of me for any editorial use, advertising, promotion, or any other purpose whatsoever, and hereby waive all claims or rights arising out of such use, publication or reproduction. I also waive any right to inspect or approve the finished materials in which such photographs and videos will be used.

IMMEDIATELY.		
could be potentially hazardous and may it exists. I warrant that I am in good physic Waiver and Assumption of Risk in favor or sponsored by previously named organ training, any instructors/trainers for class owners for property on which property is student engaged in official training or act organizations as partial consideration, in facilities, equipment, materials and/or other tutelage, and/or instruction from the persectivities, and/or gatherings sponsored be contract or of personal injury, bodily injurt aforementioned use or receipt, as I under with such use and/or receipt, which I her and which I fully nevertheless accept, as completeness wholly satisfactory and acceptation activities, use, and/or receipt and to faith written. This form shall also serve as a memergency medical treatment as required training range from minor injuries to seri bruises, sprains, broken bones, laceration these risks of my own free will, being un	have agreed to participate in training provided by the Prevent-Preservation affiliates/contractors, herein called P³. I understand that training activates strenuous physical activity and the possibility of serious injury or a condition to the best of my knowledge. I voluntarily make and grant this of P³, principles and officers, and any instructors/trainers for classes conductions, or property owners for property on which property is used for autisticated or sponsored by previously named organizations, or property used for authorized training under the supervision of said organizations, or property of said organizations while under the supervision of an official from a didition to monies paid to said organizations for the opportunity to use the assets of said organizations; and/or to engage in activities, events, sports, said organizations; I do hereby waive and releases and all claims whether as a set of said organizations; and/or death that may arise from an and and recognize that there are certain risks, dangers, and perils connecting acknowledge have been fully explained to me and which I fully undersome and undertake after inquiry and investigation of extent, duration, and ptable to me. I further agree to use my best judgment in undertaking thes ally adhere to all safety instructions and recommendations, whether or all of dical release to allow such actors as mentioned above to take me for any I understand that the risks associated with this law enforcement and secures bodily injury and even death, including, but not limited to, pulled must, and gunshot wounds. I hereby certify that I am a competent adult assumer no compulsion or duress who will be participating in these activities of it is an effect if I am participation of Risk is effective immediately and remains in effect if I am participation of the prevention of the participating in these activities of its of	tivities leath selected horized for any nead stand, refer to such rity celes, ing results as a selected for the selected for
I understand the spirit and intent of all the sai	ty rules in this document, and shall comply:	
Print name of student (Guardian)	Date	
Signature	Date of Birth	

\*\*\*It is recommended all students receive a full medical physical and evaluation before entering law enforcement or security training.\*\*\*