

## N/E Texas District & Scottsville Camp 2025 "Man Camp"

### PARTICIPANT WAIVER

#### **PLEASE READ CAREFULLY, THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS!**

This Skeet, Trap and Sporting Clay Participant Waiver (the "Release") is executed by \_\_\_\_\_ (hereinafter "Participant") in favor of Scottsville Camp and Conference Center, a Texas nonprofit corporation and its parent corporation, subsidiaries, affiliates, directors, trustees, officers, employees, agents, contractors and assigns (collectively, "SCCC").

The Participant desires to engage in activities with SCCC which include, but are not limited to, Skeet, Trap, and Sporting Clay activities (the "Activities"). In consideration for the Participant being allowed to participate in the Activities and for other good and valuable consideration and, as allowed by State law, the Participant hereby freely, voluntarily, and without duress, executes this Release under the following terms:

1. **ASSUMPTION OF THE RISK.** Participant acknowledges and agrees that the Activities include various tasks which could result in injury or death to participant. Those risks include, but are not limited to: (i) the inherent risks in firing firearms; (ii) the potential for firearms to misfire or malfunction; (iii) certain hazards such as the layout and surface and subsurface conditions at SCCC's facilities; (iv) injuries to other users at SCCC's facilities; (v) the potential of other persons to act in a negligent manner that may contribute to injury or death to Participant/Participant's family/guest or others; (vi) the possibility of pellet deflection off trees, targets, and other solid objects on the shooting course; (vii) the potential for pieces of clay targets (and even whole targets) to fall near or even strike the Participant; (viii) Participant may be struck by pellets from shot from their own firearms or shot from firearms by other participants; and/or (ix) the potential for temporary or permanent hearing loss.

Participant has carefully evaluated the risks of engaging in the Activities and has not relied upon any representation by SCCC during said evaluation. Participant understands and acknowledges that he/she is responsible for his/her behavior, safety, and well-being during the Activities and freely and voluntarily chooses to engage in the Activities despite such risks. Participant is fully aware of the risks and hazards associated with participating in the Activities, including the risks of physical injury, disability, or death, and does freely and voluntarily enter on to SCCC's facilities to engage in the Activities. Participant voluntarily assumes full responsibility for any risks of loss, property damage, personal injury or death that may be sustained, or any loss or damage to property as a result of being engaged in the Activities.

2. **RELEASE AND WAIVER.** EXCEPT FOR INJURY OR DAMAGE CAUSED BY ACTS OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF SCCC OR ITS PARENT CORPORATION, SUBSIDIARIES, AFFILIATES, DIRECTORS,

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TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND ASSIGNS, PARTICIPANT DOES HEREBY RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS SCCC OR ITS PARENT CORPORATION, SUBSIDIARIES, AFFILIATES, DIRECTORS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE, ARISING FROM AND BY REASON OF ANY BODILY AND PERSONAL INJURIES OR DAMAGE TO PROPERTY RESULTING FROM PARTICIPANT/PARTICIPANT'S FAMILY/GUEST PARTICIPATION IN THE ACTIVITIES, THE PARTICIPATION IN THE ACTIVITIES BY OTHERS, OR ANY OTHER SKEET, TRAP AND SPORTING CLAY ACTIVITIES WHICH PARTICIPANT MAY BE ENGAGED IN AT ON OR NEAR SCCC PROPERTY. PARTICIPANT/PARTICIPANT'S FAMILY/GUEST ALSO AGREE THAT THEY WILL NOT ALLOW ANYONE ELSE TO ENTER ON TO SCCC PROPERTY WHERE THE ACTIVITIES ARE BEING CONDUCTED WITHOUT SIGNING A COPY OF THIS AGREEMENT AND COMPLETING AN ORIENTATION PROGRAM WITH THE TRAP AND SKEET RANGE MANAGER. PARTICIPANT/PARTICIPANT'S FAMILY/GUEST EXECUTES THIS AGREEMENT ON BEHALF OF HIMSELF/HERSELF AND ANY MINORS FOR WHICH HE/SHE IS RESPONSIBLE. PARTICIPANT/PARTICIPANT'S FAMILY/GUEST ASSUMES FULL AND COMPLETE RESPONSIBILITY FOR THE CARE OF ANY MINORS WITH HIM OR HER OR ANY RESULTING FIRST AID, TREATMENT, OR RELATED MEDICAL SERVICE RENDERED IN CONNECTION WITH SUCH MINOR'S PARTICIPATION IN THE ACTIVITIES.

3. **EXPRESS INTENT.** It the express intent of Participant, and if applicable, Participant's parent or guardian, that this Release shall bind the members of Participant's family, next friends and/or spouse (if any), if Participant is alive, and Participant's heirs, assignees, and/or personal representatives, if Participant is not alive, and, subject to Paragraph 2, shall be deemed as a FULL RELEASE, WAIVER, AND DISCHARGE OF SCCC FROM ANY LIABILITY FOR ANY PERSONAL INJURY, DEATH, OR OTHER PHYSICAL, PSYCHOLOGICAL OR MENTAL HEALTH DAMAGES OR PROPERTY DAMAGE. PARTICIPANT UNDERSTANDS THAT SCCC WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH ANY INJURY, WHILE PARTICIPATING IN THE ACTIVITIES.

4. **FURTHER RULES.** Participant further agrees to become familiar with the following rules and regulations, to abide by them and to further assume complete risk of any Activity done in violation of any rule, directive, or instruction:

- a. When not in use on the shooting range, firearms MUST be stored out of sight in LOCKED personal vehicle or in SCCC's gun safe (when available) until the event and when not in use on shooting range. When gun safe is available, firearm must be presented for storage, unloaded with an open chamber, to the Range Facilitator.
- b. ALWAYS KEEP YOUR FIREARM POINTED IN A SAFE DIRECTION!

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- c. Firearm must be unloaded at all times unless standing on the firing line.
- d. Never attempt to load a firearm if you are unfamiliar with how to do it properly.
- e. Never use a shot size larger than #7 1/2.
- f. Do not consume alcohol or drugs prior to using a firearm.
- g. Never load more than two shells in the firearm at any time.
- h. If a firearm misfires, keep firearm pointed down range, wait 5 seconds before discharging shell.
- i. Always wear protective eye and ear covering.
- j. Firearms must be inaccessible to anyone not authorized to use them.
- k. Always listen to the Range Manager facilitating the range. When told to "cease fire" unload your gun immediately.

5. **OTHER**. This Release shall be governed by and interpreted in accordance with the laws of the State of Texas. The exclusive venue for any action, controversy or issue arising out of or related to Participant's participation in the Activities shall be the State and Federal Courts serving Dallas County, Texas. Participant has read this Waiver and understands its terms and the legal effects thereof and is signing same of Participant's own free will.

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

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

Print Name: \_\_\_\_\_

Group Name: \_\_\_\_\_