



**GENERAL RELEASE & LIABILITY WAIVER
AND INDEMNITY AGREEMENT**

**COWBOY ACTION SHOOTING, SKEET SHOOTING, SPORTING CLAYS AND
RELATED ACTIVITY**

SINCE THE USE OF FIREARMS IS INHERENTLY DANGEROUS, WE REQUIRE ALL SHOOTERS AND OBSERVERS TO ASSUME ALL RISK BY SIGNING AND ACKNOWLEDGING THIS GENERAL RELEASE & LIABILITY WAIVER AND INDEMNITY AGREEMENT.

I _____ (sometimes referred to herein as the “Undersigned”), hereby acknowledge that I have voluntarily agreed to participate, as a shooter and/or observer, in the sport of cowboy action shooting, skeet shooting, sporting clays and their related activities (collectively, the “Activity”) on or about the Lajitas Resort & Spa (the “Premises”).

As Lawful Consideration of being permitted to enter upon the Premises upon which the Activity is conducted and of being permitted to participate in or observe the Activity or otherwise use the equipment associated with the Activity, I, the Undersigned, on behalf of myself, my heirs, distributees, legal representatives, next of kin and assigns agree to the provisions set forth below:

1. The Undersigned hereby **RELEASES, WAIVES, AND DISCHARGES** Lajitas Capital Partners LLC, the owner of the Premises, LRS Operating Company LLC, the manager of the Lajitas Resort & Spa, WSB Resorts & Clubs, LLC, the sub-manager of the Lajitas Resort & Spa, and all of their affiliate organizations, entities, officers, directors, owners, members, shareholders, managers, employees, agents, representatives, heirs and/or assigns for all purposes (all of the foregoing parties are collectively referred to herein as “RELEASEES”), from all liability or damages, whether in contract, in tort or otherwise, on account of damage to the property of or injury to the person or death of the undersigned arising out of or related to the Undersigned’s participation in the Activity, to include, but not limited to, bodily and personal injury claims, damages, losses, harms, medical expenses, hospital expenses, and/or any other damages, expenses or claims, due to any cause whatsoever, **EVEN IF ARISING FROM OR RELATED TO THE PASSIVE OR ACTIVE NEGLIGENCE OF RELEASEES.**

2. The Undersigned **COVENANTS NOT TO SUE OR MAKE A CLAIM AGAINST** Releasees for any damages to the property of or personal injury or death of the Undersigned arising out of or related to the Undersigned’s participation in the Activity, to include, but not limited to, bodily and personal injury claims, damages, losses, harms, medical expenses, hospital expenses, and/or any other damages, expenses or claims, due to any cause whatsoever, **EVEN IF ARISING FROM OR RELATED TO THE PASSIVE OR ACTIVE NEGLIGENCE OF RELEASEES.**

3. The Undersigned shall and does hereby agree to **INDEMNIFY, DEFEND (WITH COUNSEL APPROVED BY RELEASEES) AND SAVE AND HOLD HARMLESS** the RELEASEES and each of them from any loss, liability, damage, or cost (including attorneys' fees) that RELEASEES may incur due to the presence of or any act of the Undersigned while the Undersigned participates in the Activity **EVEN IF ARISING IN PART FROM OR RELATED TO THE PASSIVE OR ACTIVE NEGLIGENCE OF RELEASEES.**

4. The Undersigned expressly agrees that this General Release & Liability Waiver and Indemnity Agreement is intended to be as broad as is permitted by the laws of the State of Texas. The Undersigned further agrees and consents that any action brought hereunder or related to this General Release & Liability Waiver and Indemnity Agreement shall be brought and maintained in the State District Court of Brewster County, Texas. The Undersigned further agrees that if any provision(s) of this General Release & Liability Waiver and Indemnity Agreement is held to be invalid, nevertheless, the balance hereof shall continue in full force and effect.

5. The Undersigned warrants that the following statements are true and correct and understands that RELEASEES have relied on them in accepting this General Release & Liability Waiver and Indemnity Agreement and in giving the Undersigned permission to participate in the Activity:

5.1 No oral representations, statements or inducements have been made by RELEASEES with respect to the Activity.

5.2 The Undersigned is fully aware of the risks and hazards inherent in participating in the Activity.

5.3 The Undersigned acknowledges that the risk and hazards being assumed by the Undersigned may increase during the time the Undersigned is participating in the Activity.

5.4 THE UNDERSIGNED IS AWARE THAT THE PARTICIPATION IN OR THE OBSERVATION OF THE SPORTS OR ACTIVITIES OF COWBOY ACTION SHOOTING, SKEET SHOOTING AND SPORTING CLAYS, WITH LOADED FIREARMS AND RELATED ACTIVITIES IS A HAZARDOUS ACTIVITY. THE UNDERSIGNED DOES VOLUNTARILY PARTICIPATE IN OR OBSERVE THESE ACTIVITIES WITH THE KNOWLEDGE AND APPRECIATION OF THE DANGERS OF POTENTIAL BODILY HARM, INCLUDING SERIOUS BODILY INJURY AND/OR DEATH. THE UNDERSIGNED HEREBY AGREES TO ASSUME ANY AND ALL RISKS FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH.

5.5 The Undersigned gives consent to whatever emergency medical care might be necessary, provided or available on the Premises, but acknowledges and understands that no such care may be available on the Premises or at the time and location of the

Undersigned's participation in such Activity. The Undersigned further agrees to conform and comply with all the rules and regulations promulgated for the Activity at the Premises.

5.6 THE UNDERSIGNED AGREES THAT ANY UNSAFE ACT, INCLUDING THE USE OF ALCOHOL AND/OR CONTROLLED SUBSTANCES WHILE INVOLVED IN THE ACTIVITY, WILL BE CAUSE FOR IMMEDIATE EXPULSION FROM THE RANGE, ACTIVITY, PREMISES AND/OR RESORT.

5.7 THE UNDERSIGNED HAS CAREFULLY READ AND FULLY UNDERSTANDS THE TERMS OF THIS GENERAL RELEASE & LIABILITY WAIVER AND INDEMNITY AGREEMENT, INCLUDING, SPECIFICALLY, THE RELEASE, COVENANT NOT TO SUE AND INDEMNIFICATION CONTAINED IN SECTIONS 1, 2 AND 3 HEREIN, AND VOLUNTARILY SIGNS THIS GENERAL RELEASE & LIABILITY WAIVER AND INDEMNITY AGREEMENT. THE UNDERSIGNED UNDERSTANDS THAT THE UNDERSIGNED HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS GENERAL RELEASE & LIABILITY WAIVER AND INDEMNITY AGREEMENT, AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE. THE UNDERSIGNED INTENDS THE RELEASES, WAIVERS AND INDEMNIFICATIONS CONTAINED HEREIN TO BE CONTINUING AND UNCONDITIONAL.

I am over the age of eighteen (18) years.

If I am signing this General Release & Liability Waiver and Indemnity Agreement on behalf of a person under the age of eighteen (18) years I covenant that I have all legal authority to act on behalf of such minor person, and I bind said minor, and myself to the terms of this General Release & Liability Waiver and Indemnity Agreement. For myself, my heirs, distributees, legal representatives assigns and next of kin, I **RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS** the Releasees from any and all liabilities incident to my minor child's involvement or participation in the Activity, **EVEN IF ARISING FROM OR RELATED TO THE PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASEES**, to the fullest extent provided by the law.

(Initial Here) _____ I agree to and understand the proper safety guidelines as explained for this activity and will comply with them as instructed.

Date: _____ Name of Minor: _____ Age: __
Name of Minor: _____ Age: __

Print Name: _____

Signature: _____

Address: _____
Telephone: _____