



Event/Match: Rangemaster Tactical Conference Date: March 26-28, 2021

**DALLAS PISTOL CLUB, INC.**

**RELEASE OF INJURY LIABILITY, WAIVER OF DTPA CONSUMER RIGHTS AND INDEMNITY AGREEMENT**

I, the undersigned participant, voluntarily, and on behalf of my heirs, personal representatives, estate, assigns and any party who could make a claim on my behalf (hereinafter identified as PARTICIPANT) in consideration of the use of the facilities & equipment of the DALLAS PISTOL CLUB, INC (hereinafter identified as the CLUB), agree to the following:

**PARTICIPANT UNDERSTANDS, ACCEPTS AND ACKNOWLEDGES that firearm activities conducted at the CLUB's facilities are very dangerous activities that involve the discharge of firearms and the use of other weapons and equipment in training, practice, or in competition by persons with various levels of experience** (hereinafter the ACTIVITIES). These ACTIVITIES subject the PARTICIPANT and other persons to **all types of possible danger** including but not limited to a risk of minor to serious personal injury including, but not limited to: self inflicted injury, injury to or from other persons, strains & sprains, cuts, gunshot wounds, loss of blood, illness, paralysis, infection, loss of limb, fatal injury to self or others and possible death (hereinafter INJURIES).

**PARTICIPANT HEREBY FOREVER RELEASES AND DISCHARGES THE CLUB, THE OFFICERS AND DIRECTORS OF THE CLUB, THE RANGE OFFICERS OF THE CLUB, ALL OTHER CLUB PARTICIPANTS, AND ALL ENTITIES RELATED TO THE CLUB (hereinafter identified as the RELEASED PARTIES)** FROM ALL LIABILITY FOR ALL CLAIMS DEFINED AS AND INCLUDING BUT NOT LIMITED TO: NEGLIGENCE, BREACH OF CONTRACT, PERSONAL INJURY, MONETARY OR NON-MONETARY LOSS, MENTAL ANGUISH, FRAUD, MISREPRESENTATION, BREACH OF ACTUAL AND/OR IMPLIED WARRANTY, **GROSS NEGLIGENCE**, OR MISCONDUCT **FOR ALL DAMAGES AND/OR INJURIES**, KNOWN AND/OR UNKNOWN, ARISING OUT OF PARTICIPATION IN THE ACTIVITIES WHETHER OR NOT ANY SUCH CLAIM HAS OCCURRED OR OCCURS IN THE FUTURE (hereinafter identified as "CLAIMS").

**WAIVER OF CONSUMER RIGHTS: I the undersigned PARTICIPANT, voluntarily waive my rights to make CLAIMS (identified above) for INJURIES (identified above) against the RELEASED PARTIES (defined above) under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. After consultation with an attorney of my own selection, I knowingly state I am not in a disparate bargaining position, have received fair notice of the terms herein and I voluntarily consent to this waiver.**

**PARTICIPANT HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CLUB AND THE RELEASED PARTIES (IDENTIFIED ABOVE) FROM ALL LAWSUITS, CLAIMS FOR INJURIES (IDENTIFIED ABOVE) AND DAMAGES KNOWN OR UNKNOWN, ARISING OUT OF THE PARTICIPANT'S PARTICIPATION, INCLUDING PARTICIPANT'S GUESTS AND THEIR PARTICIPATION, IN THE ACTIVITIES (IDENTIFIED ABOVE) CONCERNING ALL CLAIMS INCLUDING BUT NOT LIMITED TO THE FOLLOWING: NEGLIGENCE, BREACH OF CONTRACT, PERSONAL INJURY, MONETARY OR NON-MONETARY LOSS, MENTAL ANGUISH, FRAUD, MISREPRESENTATION, BREACH OF ACTUAL AND/OR IMPLIED WARRANTY, GROSS NEGLIGENCE, OR MISCONDUCT AND ALL OTHER CLAIMS AND DAMAGES THAT MAY BE CAUSED BY THE CLUB ITSELF AND ANY RELEASED PARTY WHETHER OR NOT SUCH CLAIMS, LAWSUIT, INJURY OR DAMAGE HAS OCCURRED OR OCCURS IN THE FUTURE.**

PARTICIPANT hereby consents to the Club providing and maintaining certain PARTICIPANT information with third party vendors for the purpose of communicating with PARTICIPANTS, managing PARTICIPANT records and processing dues and payments.

PARTICIPANT agrees that this Release of Injury Liability, Waiver of DTPA Consumer Rights and Indemnity Agreement shall continue in full force and effect for so long as PARTICIPANT engages in any of the CLUB ACTIVITIES and for twenty one years thereafter. PARTICIPANT also agrees that if any court of competent jurisdiction determines that any provision of this agreement is invalid or unenforceable, that provision shall not cancel or invalidate the remainder of this agreement which shall remain in full force and effect. PARTICIPANT expressly states and recognizes that this Release of Injury Liability, Waiver of DTPA Consumer Rights and Indemnity Agreement is a legally binding contract, of which fair notice of all of the agreements herein has been received and understood and this contract shall be governed by the laws of the State of Texas.

**I, THE UNDERSIGNED PARTICIPANT, HAVE READ THIS RELEASE OF INJURY LIABILITY, WAIVER OF DTPA CONSUMER RIGHTS AND INDEMNITY AGREEMENT BEFORE THE DATE OF PARTICIPATION, I FULLY UNDERSTAND THE MEANING & IMPORTANCE OF THIS LEGAL CONTRACT AND I SIGN THIS AGREEMENT OF MY OWN FREE WILL.**

Agreed and signed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
PARTICIPANT'S SIGNATURE

\_\_\_\_\_  
PARTICIPANT'S PRINTED NAME

Please send signed and dated form to rangemaster.lynn@gmail.com.