

**RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION
OF THE RISK AGREEMENT**

In return for instruction in firearms, and/or for other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned agrees to the following:

To indemnify, hold harmless and defend Emmanuel Martinez DBA as Operation Shield (hereinafter referred to as Operation Shield), and any of its employees, directors, or agents from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with the discharge of firearms; the Undersigned's buildings, land and premises used; the Undersigned's presence on or use of Premises; and any and all acts or omissions of the Undersigned. Should any such claim, demand or lawsuit arise or be asserted in any way related thereto, whether arising under the laws of the United States, Texas, or any other State, or under any theory of law or equity, the Undersigned will indemnify, hold harmless and defend Operation Shield from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against Operation Shield, whether individually, jointly, or in concert with the Undersigned, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including attorney's fees.

The Undersigned waives any and all rights and claims for damages, losses, demands and any other actions, which exist or which may arise against Operation Shield (including, but not limited to any and all injuries, damages or illnesses suffered by the Undersigned or the Undersigned's property), which may, in any way whatsoever, arise out of, be related to or be connected with: discharging firearms, the Undersigned's presence on or use of the Premises; the Undersigned's property (whether or not entrusted to Operation Shield); Operation Shield shall not be liable for, and the Undersigned hereby expressly releases Operation Shield from any and all such claims. This waiver is both personal and on behalf of any minor for whom it is executed.

The Undersigned hereby expressly assumes the risk of taking part in activities which include but are not limited to the discharge of firearms and the firing of live ammunition; and/or observing individuals discharging firearms. These live-fire and training conditions are often aggravated by the weather such that extreme heat, humidity, cold, wind or wet will increase the likelihood of physical danger and exposure to serious bodily injury and or sickness.

The Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands and will always abide by all Operation Shield range rules, procedures, safety rules, and all Range Safety Officer instructions, whether communicated in writing, posted on the Premises and/or communicated verbally. I understand that failure to adhere to such direction may result in my immediate and complete removal from to organization's training activities

The use of alcohol or drugs is not permitted, anyone suspected to be under these conditions will be reported to law enforcement. Anyone with alcohol on their breath or who appears to be impaired in any way (including impairment from prescription or over-the-counter drugs) will not be permitted to participate in any firearms training activities. The decision as to whether a shooter is impaired will be made at the Range Officer's SOLE DISCRETION and may not be challenged.

Expectant or pregnant women, or nursing mothers require written approval from primary care physician clearing you to participate in any course offered due to possible exposure to lead and lead noise.

If a minor, under the age of 18 years, I understand a parent or legal guardian's signature is required.

I certify that I am NOT PROHIBITED from possessing or renting a firearm. I understand that making a false oral or written statement or the exhibiting of any false or misrepresented identification with respect to this transaction is unlawful and that I will be held liable.

I have read the WAIVER AND RELEASE OF LIABILITY, assuming of risk and indemnity agreement, fully understand its terms, understand that I have given up substantial rights by signing it, I am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be complete and unconditional release of all liability to the greatest extent allow by law. I have had the opportunity to personally discuss with the instructor the potential dangers incidental to engage during the course and shooting activities and related activities.

This instrument binds the Undersigned and his/her executors, administrators, assignees or heirs and any minor for whom it is signed.

UNDERSIGNED:

Electronic Signature

Parent or Legal Guardian Signature if under the age of 18