

BULLET HOLE SHOOTING RANGE, LP

BULLET HOME FIREARMS, LP

APPLICATION FOR RANGE ID CARD RANGE ID # _____

NAME: _____

ADDRESS: _____ CITY, STATE _____ ZIP _____

PHONE: _____ DRIVER'S LICENSE # _____

CIRCLE ONE: 21 AND OVER 18-20

RELEASE, WAIVER AND INDEMNITY AGREEMENT

This Release, Waiver, and Indemnity Agreement ("Release") is entered into between the undersigned person ("Customer") and Bullet Hole Firearms, LP and Bullet ("Bullet Hole") and becomes effective and irrevocable upon execution by Customer. Customer agrees that the terms of this Release apply to all visits, including future, by Customer to any property or facility owned, operated, managed, or otherwise used by Bullet Hole Firearms, LP, including but not limited to all range and training facilities located at or about 2715 Grosenbacher Road, San Antonio, Bexar County, Texas (all such places collectively referred to as "Facility"). Customer agrees that Bullet Hole would not allow Customer to be present upon any Facility or participate in any activity thereon but for and in consideration of Customer's execution of this Release.

Customer acknowledges that alcohol, drugs, and all other intoxicating substances are strictly prohibited at any Facility and warrants that Customer will not enter or attempt to enter after consuming or while under the effect of any intoxicating substance.

Customer acknowledges that firearms are inherently dangerous, including but not limited to generating sound levels damaging to human hearing together with expelling explosive gases and potentially deadly projectiles. Customer also acknowledges awareness of the danger of ricochet or malfunction of firearm and ammunition. Customer assumes all risk of property damage, bodily injury, and death that could occur because of the use or misuse of firearms or ammunition by Customer or others.

Customer agrees to always wear appropriate ear and eye protection. Customer acknowledges that Bullet Hole has no duty to furnish shooting glasses and/or ear muffs. Additionally, Bullet Hole may, but is not required to, allow Customer to use or rent firearm(s). **As a condition of allowing customer to use the Facility, any service, and/or any good, Customer accepts the Facility, any service, and any good "AS IS" and without warranty of any kind. Bullet Hole expressly disclaims all warranties, express and implied, including warranties of merchantability and fitness for a particular purpose relating to the Facility, any service, or any good provided by Bullet Hole.** Customer acknowledges and agrees that Bullet Hole has no duty to inspect any part of the Facility or any good, whether belonging to Bullet Hole, Customer, or others.

CUSTOMER COVENANTS NOT TO SUE, AND CUSTOMER WAIVES, RELEASES, INDEMNIFIES, AGREES TO DEFEND AND HOLD HARMLESS CAROL S. HESTER, MICHELE L. HESTER, BULLET HOLE, ITS AFFILIATES, OFFICERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND CONTRACTORS ("RELEASEES") FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSS, DAMAGES, LIABILITY OF ANY SORT, COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES, EXPERT FEES, AND COSTS OF COURT) ("CLAIMS") RELATING TO PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH OF CUSTOMER, CUSTOMER'S GUESTS, OR CUSTOMER'S DEPENDENTS AND ARISING FROM CUSTOMER'S, CUSTOMER'S GUEST'S, OR CUSTOMER'S DEPENDENT'S PRESENCE UPON OR USE OF A FACILITY, USE OF ANY EQUIPMENT INCLUDING FIREARMS, AMMUNITION, OR OTHERWISE, OCCURRING AT A FACILITY, WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THE FAULT, NEGLIGENCE, GROSS NEGLIGENCE, VIOLATION OF STATUTE OR REGULATION, OR INTENTIONAL MISCONDUCT OF ANY RELEASEE.

IT IS THE EXPRESSED INTENTION OF THE PARTIES THAT CUSTOMER RELEASE AND INDEMNIFY RELEASEES FROM THE CONSEQUENCES OF RELEASEES' OWN NEGLIGENCE AND THAT THE TERMS OF THIS INDEMNITY AND RELEASE APPLY REGARDLESS OF WHETHER SUCH CLAIM SOUNDS IN CONTRACT, TORT, PREMISE LIABILITY, PRODUCTS LIABILITY, VIOLATION OF STATUTE/REGULATION, OR OTHERWISE. CUSTOMER'S DUTIES APPLY WHETHER OR NOT THE CAUSE OF THE DAMAGE WAS FORESEEABLE AND WHETHER SUCH CAUSE WAS KNOWN OR UNKNOWN TO ANY RELEASEE.

Customer
Initials

JURY WAIVER: CUSTOMER WAIVES ANY AND ALL RIGHT TO A JURY TRIAL FOR ANY SUIT INVOLVING CUSTOMER AND ANY RELEASEE. CUSTOMER AGREES TO SUBMIT ANY DISPUTE TO BENCH TRIAL IN A COURT OF COMPETENT JURISDICTION LOCATED IN BEXAR COUNTY, TEXAS.

Customer represents and warrants that before signing this Release Customer has read and fully understands all applicable safety rules. Customer also represents and warrants that all information supplied by Customer, including but not limited to the information provided on any application for a range card, is true and correct.

This release shall be binding on and shall inure to the benefit of the parties, their respective heirs, successors, and assigns.

VIOLATION OF ANY RULE MAY RESULT IN EXPULSION FROM RANGE.

ALL RANGE CARDS REMAIN THE PROPERTY OF BULLET HOLE AND MUST BE SURRENDERED UPON REQUEST.

A GOVERNMENT ISSUED PHOTO ID MUST BE PRESENTED WITH RANGE CARD.

Signature

Date

This Release, Waiver and Indemnity Agreement does not expire

Printed Name