

TEXAS LIGHT FOOT MILITIA

RELEASE OF LIABILITY, WAIVER OF RIGHTS, ASSUMPTION OF RISKS, AND HOLD HARMLESS INDEMNITY AGREEMENT

This release is by and between the undersigned and the Texas Light Foot Militia, all officers, employees, agents, volunteers, family members and any persons currently participating in training and operations and assigns, herein collectively referred to either or the Texas Militia.

I, _____ ("Participant"), hereby acknowledge that I have elected to participate in all activities, operations and training live fire firearms employment and agree to hold harmless the Texas Light Foot Militia.

Participation. I am aware of the general nature and scope of the activities and of the physical requirements necessary for participation in the above-referenced activities and I certify that I possess all of the necessary physical abilities, experience, training and knowledge to conduct such activities. If I do not possess physical abilities, experience, training and knowledge I am willing to participate in this event under my own free will.

Informed Consent. I am aware that the Texas Militia does not warrant the condition or adequacy of any equipment, premises, vehicle or mode of transportation for any purpose connected with or incident to the use of land. I am further aware that the Texas Militia does not warrant the adequacy or competency of any other individual participating in or involved with training and operational activities. I understand that as with any events involving live fire firearms and physical activity, there is a risk of harm. I understand that by participating in this activity I could sustain personal injuries, property damage or even death.

Assumption of Risk. I understand that serious injuries could occur during my participation in this activity. I could sustain serious personal injuries, illness, property damage, or even death as a consequence of the negligence or fault of others and that there may be other significant risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means, including my own negligence or fault, is my sole responsibility and risk and agree to hold the Texas Militia harmless for any and all risk or fault.

Release and Waiver of Liability. I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, hereby release, waive, discharge, and covenant not to sue the Texas Militia, its governing Board, officers, employees, agents, volunteers, and any other interest in this organization not a part of these activities. For any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the above-described event, regardless of whether the injury, damage or death occurs while in, on, upon, or in transit to or from the premises where the activity or event occurs. I further agree that the Texas Militia is not in any way responsible for any injury or damage that I sustain as a result of my own or others negligent acts.

Indemnity. I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Texas Militia from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits or judgments of any and every kind (Including attorneys' fees), arising from any injury, property damage, or death that I may suffer as a result of my participation in the above-described activities.

Personal Medical Insurance. I acknowledge that while participating in live fire activities medical insurance coverage is not being provided for me by the Texas Militia. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of my participation in this event.

Choice of Law. I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Texas, and the exclusive venue for any litigation shall lie in _____ County.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

Signature of Participant

Date

Signature of Witness to Participant's signature

Date

I CERTIFY THAT I HAVE CUSTODY OF PARTICIPANT OR I AM THE LEGAL GUARDIAN OF PARTICIPANT BY COURT ORDER. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I JOIN WITH PARTICIPANT IN GRANTING A RELEASE TO RELEASEES AS SET FORTH IN DETAIL ABOVE.

Signature of Parent/Guardian
(For Participant under 18 years of age)

Date

Signature of Witness
(Parent/Guardian signature)

Date

FOR FAMILY EVENTS, HEAD OF HOUSEHOLD WILL PROVIDE THEIR SIGNATURE FOR HOUSEHOLD MEMBERS.

Signature of Participant

Date

Signature of Witness to Participant's signature

Date