

## ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY AND NOTIFY SOUTHWEST ASSOCIATION OF RAIL SHIPPERS PERSONNEL IF YOU HAVE QUESTIONS REGARDING THIS DOCUMENT

The individual named below (referred to as “I” or “me” or other derivatives thereof) desires to participate in the SWARS Annual Clay Shoot at the National Shooting Complex in San Antonio, Texas on March 29, 2023 (whether singular or plural, hereinafter referred to as the “Activities”) sponsored by Southwest Association of Rail Shippers, a Texas non-profit corporation with offices located at 4026 Sabine Valley Trails, Spring, TX 77386 (the “Company”) in connection with my affiliation with the Company. In consideration of being permitted by the Company to participate in or observe the Activities and in recognition of the Company’s reliance hereon, I agree to all the terms and conditions set forth in this instrument (this “Release”).

**I AM AWARE AND UNDERSTAND THAT PARTICIPATION IN OR THE OBSERVATION OF THE ACTIVITIES ARE INHERENTLY DANGEROUS INVOLVING THE USE OF LOADED FIREARMS AND INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE RELEASEES (AS DEFINED BELOW), INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE AND AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN OR OBSERVANCE OF THE ACTIVITIES, WHETHER CAUSED BY THE ORDINARY, PASSIVE, OR ACTIVE NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

**I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST THE COMPANY AND ITS OFFICERS, DIRECTORS, MANAGER(S), EMPLOYEES, AGENTS, AFFILIATES, SHAREHOLDERS/MEMBERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, “RELEASEES”) ON ACCOUNT OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN OR OBSERVANCE OF THE ACTIVITIES, WHETHER ARISING OUT OF THE ORDINARY, PASSIVE, OR ACTIVE NEGLIGENCE OF THE COMPANY OR ANY RELEASEES OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE COMPANY OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE COMPANY AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS. THIS WAIVER AND RELEASE DOES NOT EXTEND TO CLAIMS FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ANY OTHER LIABILITIES THAT TEXAS LAW DOES NOT PERMIT TO BE RELEASED BY AGREEMENT.**

**I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY AND ALL OTHER RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS RELEASE, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY THE COMPANY OR ANY OTHER RELEASEES, ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD PARTY RELATED TO MY PARTICIPATION IN OR OBSERVANCE OF THE ACTIVITIES, INCLUDING ANY CLAIM RELATED TO MY OWN NEGLIGENCE OR THE ORDINARY, PASSIVE, OR ACTIVE NEGLIGENCE OF THE COMPANY.**

I hereby consent to receive medical treatment deemed necessary by qualified medical professionals if I am injured or require further medical attention during my participation in or observance of the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent in any jurisdiction, then the remaining terms and provisions of this Release and their application to other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Release is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Texas, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Release to the laws of another jurisdiction. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Harris County, Texas and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND THAT I FULLY UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY, WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE THE REQUIRED EVIDENCE OF MY ASSENT TO COMPLETELY AND UNCONDITIONALLY RELEASE ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

**Signed:**

\_\_\_\_\_

**Printed Name:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

[I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release and Waiver of Liability and Assumption of Risk.]

**Signed:**

\_\_\_\_\_

**Printed Name of Parent or Legal Guardian:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_