

MEMBERS NAME: _____ **MEMBER #:** _____

AGREEMENT FOR FULL RELEASE, COVENANT NOT TO SUE, AND ACKNOWLEDGMENT

PLEASE PRINT

GUEST NAME: _____ (Adult or Child)

STREET ADDRESS: _____

CITY: _____ State: _____ ZIP: _____

PHONE NUMBER _____

Email Address: _____

For and consideration of the mutual promises between parties to this agreement, the receipt and sufficiency of which are hereby acknowledged, (YOUR NAME), _____ (hereinafter referred to as "student or shooter") Lonesome Oak Gun Range and (hereinafter referred to as "the Company"), and THE SWANK REVOCABLE TRUST, agree as follows:

1. Student/Shooter, for himself/herself and his/her attorneys, heirs, executors, administrators, successors and assigns, fully discharges and releases the Company, related companies, officers, employees and agents (including, but not limited to, THE SWANK REVOCABLE TRUST, from all grievances, lawsuits, causes of action, and claims whatsoever of which Student/Shooter knows or should know at this time concerning the terms and conditions of their activities as a student or shooter with the Company or concerning any action(s) taken by the Company and/or THE SWANK REVOCABLE TRUST, with respect to his/her activities as a shooter or student. Student/Shooter for himself/herself, his/her heirs, his/her legal representatives and assigns, further agrees irrevocably never to make any claim or demand, or to commence, cause, or permit to be instituted or prosecuted, any administrative charge, suit or action at law or in equity against the Company and/or THE SWANK REVOCABLE TRUST, its successors and assigns, including the Company's officers, agents and employees, by reason of any claim, demand, or cause of action he/she may now have relating to his/her activities as a shooter or student, arising under any laws of the United States of America, or of the State of Arkansas, including the common laws of Arkansas. Student/Shooter further expressly agrees, for himself/herself, his/her legal representatives and assigns, that this Agreement may be treated as a defense to any action or proceeding that may be brought, instituted, or taken by Student/Shooter, or in his/her behalf, against the Company and THE SWANK REVOCABLE TRUST, its successors and assigns, including the Company's officers, agents, representatives and employees, and shall forever be a complete bar to the commencement or prosecution of any administrative charge, action, suit or proceeding of any kind whatsoever against the Company and/or THE SWANK REVOCABLE TRUST, its successors and assigns, including the Company officers, agents, representatives and employees, for relief or damages of any kind arising from his/her activities as a shooter or student.
2. Student/Shooter agrees that no other person may assert any claim that Student/Shooter has or might have against the Company and/or THE SWANK REVOCABLE TRUST, at this time of which he/she knows or should know, and further agrees that he/she will fully cooperate with the Company and/or THE SWANK REVOCABLE TRUST, in seeking dismissal of any such claims that might in the future be raised on his/her behalf involving the issues resolved by this agreement.
3. In consideration for this release of claims and other agreements made by Student/Shooter, the Company agrees that it will allow Student/Shooter to use the shooting range, which shall resolve all claims by Student/Shooter for any damages, lost wages, costs, and expenses he/she could incur its usage.
4. Student/Shooter affirms that the only consideration for signing this agreement is that stated above and that no other promises or agreements of any kind have been made to him/her by any person or entity to cause him/her to sign this Agreement.
5. The parties have accepted this agreement based on the representations and understanding set forth herein.
6. Student/Shooter agrees not to engage in negative remarks, comments, actions or statements regarding the Company or THE SWANK REVOCABLE, its agents and employees.
7. In agreeing to the above-noted consideration, Student/Shooter understands that neither the Company nor THE SWANK REVOCABLE TRUST, in any way admit any liability or wrongdoing regarding his/her usage of the shooting range including self-harm or suicide.
8. I acknowledge the risks, hazards and dangers of: shooting and handling firearms and being near others that have firearms in their possession; the injury from ammunition; exposure to hazardous materials like lead and mercury; walking in rugged country; including wildlife, animals and insects; weather conditions; injury from riding on all-terrain vehicles; and risks of props and structures.
9. STUDENT/SHOOTER AFFIRMS THAT HE/SHE HAS CAREFULLY READ THIS ENTIRE AGREEMENT AND, FULLY UNDERSTANDS THE CONTENTS THEREOF, SIGNS THE SAME AS HIS/HER OWN FREE ACT.

Print Name: _____ (Adult or Child Name)

Sign Name: _____ Date _____

If Minor, Parent Signature: _____