



DUX FORTIS, LLC

FIREARMS TRAINING AGREEMENT

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
PROTECTOR IN CHRIST

PARTICIPANT INFORMATION

Participant Name: _____
Date of Birth: _____ Phone: _____
Adult Participant: ☐ Yes ☐ No
Email: _____
Course/Event: _____
Course Date: _____
Training Location/Range: Renaissance Shooting Club
22633 FM 1774, Plantersville, Texas 77363
Emergency Contact: _____ Phone: _____

IMPORTANT WARNING

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. FIREARMS TRAINING, SHOOTING, AND RELATED ACTIVITIES ARE INHERENTLY DANGEROUS AND MAY RESULT IN PROPERTY DAMAGE, SERIOUS BODILY INJURY, PERMANENT DISABILITY, OR DEATH. READ THIS AGREEMENT CAREFULLY AND CONSULT AN ATTORNEY BEFORE SIGNING IF YOU HAVE QUESTIONS.

In consideration for being permitted to enter the training premises and participate in firearms instruction, live-fire or dry-fire training, demonstrations, physical or movement drills, observation, use of firearms or equipment, setup, breaks, cleanup, and other activities directly related to the course or event, including my presence on the premises before, during, and after those activities (collectively, the "Training"), provided, hosted, or coordinated by Dux Fortis, LLC ("Dux Fortis"), I agree as follows:

1. VOLUNTARY PARTICIPATION AND KNOWN RISKS

I am participating voluntarily. I understand that Training may involve loaded firearms, ammunition, holsters, steel or paper targets, movement, physical exertion, loud noise, airborne lead or other substances, hot surfaces, vehicles, uneven terrain, weather, wildlife, other participants, spectators, and equipment supplied by me or others. Risks include negligent or intentional acts of participants or third parties; firearm, ammunition, target, or equipment malfunctions; negligent instruction or supervision; ricochets; bullet or target fragments; hearing or vision damage; lead exposure; burns; falls; collisions; bruises; lacerations; property damage; serious bodily injury; permanent disability; and death. I understand that these risks may arise from foreseeable or unforeseeable conditions.

2. ASSUMPTION OF RISK

I KNOWINGLY AND VOLUNTARILY ACCEPT AND ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH THE TRAINING, INCLUDING RISKS ARISING FROM MY ACTIONS; THE ACTIONS OF OTHER PARTICIPANTS OR THIRD PARTIES; THE CONDITION, SELECTION, INSPECTION, OR USE OF EQUIPMENT; THE CONDITION OR MAINTENANCE OF THE PREMISES; AND THE ORDINARY NEGLIGENCE OF ANY RELEASED PARTY IDENTIFIED BELOW, TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW.

3. HEALTH AND FITNESS

I am responsible for determining whether I am physically and psychologically able to participate safely. I will confidentially disclose to the lead instructor any condition, medication effect, limitation, or injury that I reasonably believe may affect safe participation. I am not required to disclose unrelated medical information. I may stop participating at any time, and Dux Fortis may restrict or stop my participation when safety reasonably requires it.

4. LEGAL ELIGIBILITY AND PARTICIPANT REPRESENTATIONS

I represent that I may lawfully possess, handle, and use the firearms and ammunition involved in the Training; that I am not prohibited by applicable law from doing so; and that I am not impaired by alcohol, illegal drugs, or any substance or condition that makes participation unsafe. I will comply with all applicable laws, range rules, safety procedures, and instructor commands.

5. SAFETY AUTHORITY, REMOVAL, AND REFUNDS

The lead instructor and authorized hosting-range personnel have final authority over safety and Training activities. Dux Fortis may restrict or immediately remove me from Training when the lead instructor or authorized range personnel, acting in reasonable good faith, determine that I have acted unsafely, failed to follow instructions, appeared impaired, behaved disruptively, violated law or range rules, or presented a danger to myself, another person, or property. Removal for those participant-caused reasons will not entitle me to a refund or credit. This provision does not determine refunds or credits when Dux Fortis or the hosting facility cancels or materially interrupts Training for reasons not caused by my conduct; those circumstances are governed by the applicable written cancellation and refund policy.

6. RELEASE AND WAIVER OF LIABILITY — INCLUDING ORDINARY NEGLIGENCE

TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, I, ON BEHALF OF MYSELF AND MY HEIRS, ESTATE, PERSONAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, RELEASE, WAIVE, AND DISCHARGE, AND COVENANT NOT TO SUE, DUX FORTIS, LLC; JOSHUA WATHEN; RENAISSANCE SHOOTING CLUB; ADAM COLLETTE; THE OWNERS, LESSORS, LESSEES, OCCUPANTS, OPERATORS, AND MANAGERS OF THE TRAINING PREMISES; AND EACH OF THEIR RESPECTIVE OWNERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, INSTRUCTORS, ASSISTANTS, CONTRACTORS, VOLUNTEERS, RANGE PERSONNEL, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “RELEASED PARTIES”) FROM ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS, LIABILITIES, OR CAUSES OF ACTION ARISING FROM OR RELATED TO MY PRESENCE AT OR PARTICIPATION IN THE TRAINING, INCLUDING BODILY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OF A RELEASED PARTY. THIS EXPRESSLY INCLUDES, WITHOUT LIMITATION, CLAIMS ALLEGING NEGLIGENT INSTRUCTION, SUPERVISION, RANGE CONTROL, PREMISES MAINTENANCE, EQUIPMENT SELECTION OR INSPECTION, FAILURE TO WARN, OR EMERGENCY RESPONSE. THIS RELEASE DOES NOT RELEASE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR LIABILITY THAT TEXAS LAW PROHIBITS FROM BEING WAIVED.

Hosting Range/Property Owner: Renaissance Shooting Club / Adam Collette

Range Address: 22633 FM 1774, Plantersville, Texas 77363

Participant Initials Confirming Section 6: _____

7. INDEMNITY AND RESPONSIBILITY FOR LOSS

To the fullest extent permitted by law, I agree to indemnify and hold harmless the Released Parties from third-party claims, liabilities, damages, judgments, and reasonable costs, including attorneys’ fees, to the extent caused by my negligent, reckless, intentional, or unlawful acts or omissions; my violation of safety instructions, range rules, or law; my equipment; or injury or damage I cause to another person or property. This provision does not require me to indemnify a Released Party for that Released Party’s gross negligence, willful misconduct, or sole negligence, or for liability that Texas law prohibits from being indemnified.

Participant Initials Confirming Section 7: _____

8. PERSONAL PROPERTY AND EQUIPMENT

I am responsible for the condition, suitability, security, transportation, storage, and lawful use of my firearms, ammunition, holsters, protective equipment, vehicles, and personal property. Dux Fortis or range personnel may inspect, restrict, or

prohibit equipment for safety reasons. Any inspection is limited, is not a certification or warranty, and does not guarantee that equipment is safe, suitable, lawful, or defect-free.

9. TRAINING IS NOT LEGAL ADVICE OR LAW-ENFORCEMENT REPRESENTATION

Dux Fortis may discuss general legal or safety topics for educational purposes, but does not provide legal advice and does not represent any law-enforcement agency. I am responsible for obtaining advice from a qualified attorney regarding my individual legal circumstances.

10. EMERGENCY CARE

If I am injured or become ill, I authorize Dux Fortis, its instructors or assistants, and the hosting facility to provide reasonable first aid, contact emergency services, communicate reasonably necessary information to emergency personnel, and arrange emergency transportation when circumstances reasonably require it. If I am unable to provide informed instructions, I consent to reasonable emergency evaluation and care by qualified responders or medical personnel. I understand that Dux Fortis does not guarantee the availability, timing, or outcome of emergency services and that I am responsible for resulting medical and transportation expenses to the extent permitted by law.

11. PHOTO AND VIDEO AUTHORIZATION — OPT OUT

NOTICE: UNLESS I CHECK THE ‘NO’ BOX BELOW, I AUTHORIZE DUX FORTIS TO PHOTOGRAPH, FILM, OR RECORD ME DURING TRAINING AND TO REPRODUCE, EDIT, DISPLAY, DISTRIBUTE, AND USE THOSE IMAGES OR RECORDINGS FOR LAWFUL PROMOTIONAL, EDUCATIONAL, SOCIAL-MEDIA, WEBSITE, AND BUSINESS PURPOSES WITHOUT COMPENSATION. DUX FORTIS WILL NOT PUBLISH MY FULL NAME WITH AN IDENTIFIABLE IMAGE WITHOUT ADDITIONAL PERMISSION.

☐ NO — I do not authorize Dux Fortis to use identifiable images or recordings of me for promotional or business purposes. I understand that incidental appearance in broad crowd or background footage may occur when I am not the focus and removal is not reasonably practicable.

Participant Initials Acknowledging the Media Choice Above: _____

Parent/Guardian Initials for Minor’s Media Choice: _____

12. GOVERNING LAW, VENUE, SEVERABILITY, AND ENTIRE AGREEMENT

Texas law governs this Agreement. To the extent permitted by applicable law, exclusive venue for any dispute arising from or related to this Agreement or the Training will lie in a court of competent jurisdiction in Grimes County, Texas, or, when federal jurisdiction exists, in the federal court having jurisdiction over Grimes County. If any provision is held invalid or unenforceable, the remaining provisions will remain in effect, and the affected provision will be limited or reformed only to the minimum extent legally necessary. This Agreement contains the complete agreement concerning assumption of risk, release, waiver, covenant not to sue, and indemnity. Separate written range rules, registration terms, safety policies, and cancellation or refund policies remain applicable but do not modify the risk-allocation provisions of this Agreement unless a written modification is signed by the participant and Dux Fortis.

13. ACKNOWLEDGMENT AND UNDERSTANDING

I HAVE READ THIS AGREEMENT IN FULL. I UNDERSTAND THAT I AM ASSUMING RISKS AND GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING CERTAIN RIGHTS TO SUE FOR CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES. I SIGN VOLUNTARILY, WITHOUT DURESS, HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS, AND HAVE HAD SUFFICIENT TIME TO SEEK LEGAL ADVICE BEFORE SIGNING. I HAVE NOT RELIED ON ANY ORAL PROMISE OR REPRESENTATION THAT CONTRADICTS THIS AGREEMENT.

Participant Signature: _____

Date: _____

Printed Name: _____

Dux Fortis Representative/Witness: _____

Printed Name: _____ Date: _____

PARENT OR LEGAL GUARDIAN CONSENT AND INDIVIDUAL AGREEMENT — REQUIRED FOR A MINOR PARTICIPANT

I am the minor participant's parent or legal guardian and have authority to consent to the minor's participation in the Training. I have reviewed the risks described in this Agreement with the minor in a manner appropriate to the minor's age and understanding. In my individual capacity, I knowingly assume the risks associated with the minor's participation and agree to the release, waiver, covenant-not-to-sue, and indemnity provisions regarding my own claims, including derivative claims arising from injury to the minor, to the fullest extent permitted by Texas law. I make the participant representations in this Agreement concerning the minor to the extent they are within my knowledge or control. Nothing in this paragraph is intended to state that I have waived a claim belonging solely to the minor when Texas law does not permit me to waive that claim.

Minor Participant Name: _____

Date of Birth: _____

Minor Participant Signature/Acknowledgment, if age appropriate: _____

Date: _____

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____

Relationship to Minor: _____ Phone: _____