

Night Skeet Shooting Waiver of Liability and Participant Agreement

PLEASE READ CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT. BY PURCHASING A TICKET OR PARTICIPATING IN NIGHT SKEET SHOOTING ACTIVITIES OPERATED BY MISSION BLACKOUT LLC AT THE MISSION SKEET & TRAP CLUB, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS IN FULL.

By purchasing a ticket to participate in night skeet shooting activities organized by Mission Blackout LLC (“Operator”), I hereby acknowledge and agree to the following. I understand that skeet and trap shooting are inherently dangerous activities that involve the use of firearms and live ammunition. I affirm that I am voluntarily participating in this activity with full knowledge of the potential dangers involved, including but not limited to the risk of serious bodily injury, permanent disability, or death, whether caused by my own actions or inactions, those of others, or conditions of the facility and environment. I accept full responsibility for any harm, injury, loss, or damage that may occur as a result of my participation.

I further acknowledge that I will be using my own firearm and ammunition, and I assume full responsibility for ensuring the proper maintenance, function, and lawful use of such equipment. I understand that the Operator does not provide firearms or ammunition and bears no responsibility for any injury, malfunction, or incident arising from my equipment. I also acknowledge that I am solely responsible for ensuring my firearm and ammunition are compliant with all relevant laws and regulations, including those of the State of Texas and the facility at which the event is held.

All participants must wear appropriate personal protective equipment at all times during shooting activities, including eye and ear protection. Failure to comply with safety protocols will result in immediate removal from the premises without refund. I understand that a certified Range Safety Officer (“RSO”) will be present to enforce safety protocols, and I agree to comply fully and immediately with all instructions given by the RSO or any staff member. I understand that the Operator reserves the right to remove any participant who poses a safety risk or violates range rules, with no obligation to refund any portion of the ticket price.

All tickets must be purchased in advance through the Operator’s designated online reservation system. Due to safety and capacity limitations, each shooting station or “5-Stand” slot is limited to five participants per time slot. No walk-ins or overbookings will be permitted. I understand that failure to appear on time for my scheduled slot may result in forfeiture of my ticket, and the Operator is under no obligation to reschedule or issue a refund.

Each participant must agree to this waiver electronically at the time of ticket purchase. Participation is strictly prohibited unless this waiver is completed. In the case of participants under the age of 18, a parent or legal guardian must purchase the ticket on their behalf and must agree to all terms herein. Additionally, the parent or legal guardian affirms that the minor is physically and mentally capable of safely handling a firearm, has appropriate supervision during participation, and has been properly trained in basic firearm safety. The parent or guardian hereby agrees to indemnify and hold harmless the Operator and the Mission Skeet & Trap Club from any liability, claim, or cause of action arising from the minor’s participation.

I understand and agree that by purchasing a ticket, I am releasing, discharging, and waiving any and all claims, actions, or demands of any kind whatsoever that I may have against Mission Blackout LLC, the Mission Skeet & Trap Club, their officers, owners, employees, volunteers,

agents, successors, and assigns, arising out of or in connection with my participation in these activities, including claims for personal injury, property damage, wrongful death, or negligence. This waiver extends to and includes any claims arising from the negligence, whether passive or active, of the Operator or any released parties.

I further agree to indemnify, defend, and hold harmless the Operator and its affiliates against any and all claims, damages, costs, or liabilities arising out of my participation, including any claim made by a third party or co-participant. In the event any provision of this agreement is deemed unenforceable by a court of law, the remainder of the agreement shall remain in full force and effect.

I agree that any dispute, claim, or controversy arising out of or relating in any way to my participation in activities operated by Mission Blackout LLC, including but not limited to claims involving personal injury, property damage, negligence, premises liability, wrongful death, contractual disputes, or statutory claims, shall be resolved exclusively by binding arbitration and not by a lawsuit in any court of law. I expressly waive my right to file or participate in any civil action, class action, collective action, or jury trial against Mission Blackout LLC, the Mission Skeet & Trap Club, and any of their respective owners, officers, employees, agents, contractors, volunteers, or affiliates. The arbitration shall be conducted on an individual basis only and not on a class, collective, representative, or consolidated basis. The arbitration shall be administered by a nationally recognized arbitration provider such as the American Arbitration Association (AAA) or JAMS, in accordance with its commercial arbitration rules in effect at the time the arbitration is initiated, except as modified by this agreement. The arbitration shall take place in Hidalgo County, Texas, unless otherwise mutually agreed in writing. The arbitrator shall have exclusive authority to determine the scope, enforceability, interpretation, and validity of this arbitration agreement, including any claim that all or part of this agreement is void or voidable. I agree that the arbitrator may award only those remedies available under applicable law and that any award shall be final and binding on the parties, with judgment on the award entered in any court of competent jurisdiction. I further agree that each party shall bear its own attorney's fees and costs, except as otherwise required by law or awarded by the arbitrator. By agreeing to arbitration, I understand that I am giving up my constitutional right to have any dispute decided by a judge or jury in a court of law. This arbitration provision shall survive the termination of my participation, the completion of the event, and any termination of my relationship with Mission Blackout LLC. If any portion of this arbitration clause is found to be unenforceable, the remainder shall remain in full force and effect to the maximum extent permitted by law.

This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any disputes arising from this agreement shall be brought exclusively in the appropriate court located in Hidalgo County, Texas. I acknowledge that I have read this agreement thoroughly, understand its content, and sign it voluntarily. I am aware that by purchasing a ticket or participating in this activity, I am waiving certain legal rights, including the right to sue, and I do so of my own free will.