



**HOG HEAVEN**  
SPORTING CLUB  
DRIPPING SPRINGS, TEXAS

## Hog Heaven Sporting Club

### Membership Agreement, Premier

#### Membership (Exhibit A)

#### **Member Information:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

For Office use:

Membership Number: \_\_\_\_\_

Membership Type: \_\_\_\_\_

Membership Start Date: \_\_\_\_\_

#### **Membership Benefits Agreement**

#### **Full-Family: (\$275/month)**

Includes Services or Pricing as Follows:

- Daily access from 8:00 AM to sunset (8PM during Summer Hours)
  - General Facilities Access
  - Family Facilities Access (Immediate Family and Grandkids)
  - Guest Facilities Access (\$50.00 per day, per guest)
  - Pistol Facility Access (Only available during regular business hours)
  - Shotgun Facility Access
  - Fishing Facility Access
  - Archery Facility Access
  - Lake and Beach Access
  - Golf Cart Access
  - Fishing and Archery Equipment
  - Complimentary Refreshments
- Club discounts:
  - Shooting Clay Discounts (\$.39/ Clay)
  - Range Ammo Discounts (Up to 20% off)
  - Equipment Rental and Demo Discounts (Up to 20% Off)
  - Hog Heaven Retail Discounts (10% Off Retail)
  - Private Lesson Discounts (10% Off Retail)
  - Sportsman's Outdoor Training Discounts (Discount Varies Per Event)
  - Sportsman's Outdoor Adventures Discounts (Discount Varies Per Event)
- Included activities:
  - Hog Heaven Member Special Events (Some Charges May Apply)
  - Sportsman's Firearm Safety and Range use overview
  - Training Courses and Curriculum (Some Charges may Apply)
  - Sportsman's Outing and Fishing Lease(s) (Some Charges May Apply)



## Hog Heaven Sporting Club

### Membership Agreement Premier Membership

Initiation Fee: \$6,500.00

Monthly Dues: \$275.00 (First Month)

**Total Due at Signing: \$6,775.00**

*Not including 8.25% Sales Tax*

**Initiation Fee Payment Method:** *Please provide your credit card details on the following form. (Pg.3)*

Check: \_\_\_\_\_

Credit Card: \_\_\_\_\_

ACH: \_\_\_\_\_

*Your first monthly payment will be adjusted based on your sign-up date, covering only the remaining days of that month. After that, the full membership fee will be charged on the 1st of each month.*

**Monthly Payment Method:** *Please provide your credit card details on the following form. (Pg.3)*

Credit Card: \_\_\_\_\_

ACH: \_\_\_\_\_

**If paying with ACH Please fill in Information below:**

ACH Payment

Account Name: \_\_\_\_\_

Account Type: \_\_\_\_\_

ABA Routing Number: \_\_\_\_\_

*If you're paying via ACH or check, please complete the Credit Card Authorization Form to cover incidental charges (such as ammo or guest fees). If you use a card for your initiation or monthly payments, that same card will be used for incidentals.*

I approve recurring charges to this payment method for Monthly Membership Dues.

Hog Heaven Representative Signature: \_\_\_\_\_

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

Member Signature: \_\_\_\_\_

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

# Hog Heaven Sporting Club

## CREDIT CARD AUTHORIZATION FORM

### CREDIT CARD DETAILS

**Card Type:** ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover ☐ \_\_\_\_\_

**Cardholder Name** (as shown on card): \_\_\_\_\_

**Credit Card Number:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ **CVV (Sec. Code)** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_ / \_\_\_\_\_

**Billing Zip Code:** \_\_\_\_\_

### CONSENT

I, the undersigned cardholder, authorize the merchant known as \_\_\_\_\_ to charge my credit card for purchases related to goods and services. I agree that my information may be saved by the merchant for future payments and understand that this can be revoked at any time with request.

**Cardholder's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **Premier/Corporate Membership Application**

Please provide the following information:

### **Applicant:**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Telephone Number: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email address: \_\_\_\_\_ DOB: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ Issuing State: \_\_\_\_\_ Expiration: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

### **Immediate Family Members (additional family members may be added using second page):**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Telephone Number: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email address: \_\_\_\_\_ DOB: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ Issuing State: \_\_\_\_\_ Expiration: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

### **Membership Level:**

Initiation Fee: \_\_\_\_\_ Monthly Dues: \_\_\_\_\_

Method of Payment: \_\_\_\_\_

**Membership at Hog Heaven is available to persons who are legally able to possess a firearm. Members must be in compliance with all federal, state, and local laws concerning ownership and handling of firearms. Membership will be granted, and may be revoked, at the sole and absolute discretion of Sportsman's Finest Hog Heaven, LLC.**

**I certify as follows: (1) I am not and have never been the subject of a criminal or any other proceeding that prevents me from legally owning, handling, or possessing firearms under Texas or Federal law; (2) I can lawfully own, handle, and possess a firearm; and (3) all information given in this application is true and correct.**

**I have read, I understand, and I agree to comply with the Terms & Conditions attached to this Application, as well as the Release, Waiver of Liability and Indemnity Agreement and the Code of Conduct. In addition, by signing this application, I hereby consent to a criminal background check.**

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Immediate Family Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Additional Immediate Family Members:**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Telephone Number: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email address: \_\_\_\_\_ DOB: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ Issuing State: \_\_\_\_\_ Expiration: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

**Membership at Hog Heaven is available to persons who are legally able to possess a firearm. Members must be in compliance with all federal, state, and local laws concerning ownership and handling of firearms. Membership will be granted, and may be revoked, at the sole and absolute discretion of Sportsman's Finest Hog Heaven, LLC.**

**I certify as follows: (1) I am not and have never been the subject of a criminal or any other proceeding that prevents me from legally owning, handling, or possessing firearms under Texas or Federal law; (2) I can lawfully own, handle, and possess a firearm; and (3) all information given in this application is true and correct.**

**I have read, I understand, and I agree to comply with the Terms & Conditions attached to this Application, as well as the Release, Waiver of Liability and Indemnity Agreement and the Code of Conduct. In addition, by signing this application, I hereby consent to a criminal background check.**

Immediate Family Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Premier Membership Terms & Conditions**

These Membership Terms & Conditions (“Terms & Conditions”) are between the undersigned membership applicant (“Applicant”) and Sportsman’s Finest Hog Heaven LLC (“SF”) and effective on the “Membership Approval Date,” as defined below (the “Effective Date”). Applicant and SF are each referred to herein as a “Party” and collectively as “Parties.”

Applicant seeks to become a member for the purpose of using the facilities, services, and amenities located at Hog Heaven Sporting Club, located at 24905 Ranch Road 12, Dripping Springs, Texas 78620 (the “Club”) and, if accepted, agrees to be bound by the following terms and conditions:

1. ***Membership Levels and Fees.*** SF offers multiple membership options, which include access to the Club and other benefits (“Membership Benefits”). The Membership Benefits available to Member are set forth in Exhibit A (“Membership Benefits Agreement”). All memberships are subject to payment of a one-time non-refundable initiation fee (“Initiation Fee”) (in the amount applicable for the selected membership level) and timely payment of monthly membership dues (“Monthly Dues”), which are due on the first day of the month. Initiation Fees, Monthly Dues, and Membership Benefits may be adjusted by SF at any time, in its sole and absolute discretion.
2. ***Membership Requirements.*** Applicant must submit a completed membership application (“Application”) together with payment of the required Initiation Fee and first month’s Monthly Dues to SF for consideration to become a member of the Club (“Member”). The Application is accepted and Applicant becomes a Member (the “Membership Approval Date”) only when all of the following conditions are satisfied: (a) Applicant submits a completed Application to SF, (b) Applicant has signed these Terms & Conditions, the Membership Benefits Agreement attached as Exhibit A, the Release, Waiver of Liability and Indemnity Agreement (“Release”) attached as Exhibit B, and the Code of Conduct attached as Exhibit C, which are expressly incorporated herein and a condition of Membership in the Club, (c) Applicant pays the applicable Initiation Fee and Monthly Dues for the first month, (d) Applicant meets with SF representatives, and (e) SF approves the Application, which approval shall be in SF’s sole and absolute discretion. In the event an Application is not acted upon favorably, any Initiation Fee and Monthly Dues paid by Applicant, as the case may be, will be fully refunded, without interest, within thirty (30) days.
3. ***Memberships Offered for Recreational and Social Use.*** MEMBER ACQUIRES ONLY A REVOCABLE LICENSE TO USE THE CLUB FACILITIES

AND EQUIPMENT IN ACCORDANCE WITH THESE TERMS & CONDITIONS AND THE CODE OF CONDUCT, AS THE SAME MAY BE AMENDED, MODIFIED, OR SUPPLEMENTED FROM TIME TO TIME BY SF. MEMBERSHIPS ARE BEING OFFERED EXCLUSIVELY FOR THE PURPOSE OF PERMITTING MEMBERS THE RECREATIONAL AND SOCIAL USE OF THE CLUB FACILITIES AND EQUIPMENT. MEMBERSHIP RIGHTS TO USE THE CLUB IS NOT AN INVESTMENT IN SF OR THE CLUB FACILITIES/EQUIPMENT AND DOES NOT GIVE MEMBER A VESTED OR PRESCRIPTIVE RIGHT OR EASEMENT TO USE THE CLUB FACILITIES/EQUIPMENT. NO MEMBER SHOULD EXPECT TO DERIVE ANY ECONOMIC PROFITS FROM MEMBERSHIP IN THE CLUB. NO FEDERAL OR STATE AUTHORITY HAS PASSED UPON OR ENDORSED THE MERITS OF MEMBERSHIP.

4. ***Membership Obligations.*** If accepted, Applicant agrees to abide at all times by these Terms & Conditions and the Code of Conduct, as may be amended, modified, or supplemented from time to time. It is Applicant's responsibility to ensure that the method of payment set forth in the Membership Benefits Agreement remains a valid method of payment. In the event of a cancellation or change in the account information associated with any credit card or bank account, you must provide a new Payment Authorization no less than 15 days prior to the next payment due date. In the event any ACH or credit card charge is declined or returned, you will be responsible for a processing fee of \$25.00 in addition to payment of the unpaid dues, for each month that the dues are not paid pursuant to a new Payment Authorization. In addition to the processing fee for any payment that is declined or returned, SF reserves the right to immediately limit or terminate any or all Membership privileges on any delinquent Memberships.

5. ***Immediate Family Privileges.*** The Member's spouse or domestic partner, all adult children, and spouses of adult children, as well as children and grandchildren of either spouse or domestic partner are entitled to use the Club on the same basis as the Member. Family Members must provide a signed Release (or, for minors, a Release signed by their parent or legal guardian) and must abide by these Terms & Conditions and the Code of Conduct at all times.

6. ***Extended Family Memberships.*** SF reserves the right to offer Membership privileges to a Member's extended family members on such additional terms and conditions as SF, in its sole and absolute discretion,

determines are appropriate without offering the same terms and conditions to other prospective Members or existing Members.

7. ***Guests.*** Members may bring guests to use the Club facilities. Usage by guests is subject to the Code of Conduct and any guest policies in effect from time to time, which may include, without limitation, guest fees and restrictions on the number of guests a Member can sponsor on any given day, week, year, or portion thereof.

8. ***Member's Right to Cancel.*** A Member may resign from Membership of the Club at any time by giving advance written notice by sending an email to: [membership@sportsmansfinest.com](mailto:membership@sportsmansfinest.com). Such resignation will be effective thirty (30) days following the date the written notice is received by the Club. Member's financial obligations cease upon the effective date of the resignation, except for any remaining balance previously accrued. The Initiation Fee and any Monthly Dues shall be earned in full upon receipt and shall be non-refundable in the event of your resignation or the termination of your Membership by SF for any reason.

9. ***SF's Right to Terminate.*** A Membership may be unilaterally terminated by SF at any time for failure to pay the applicable Monthly Dues or, in the sole and absolute discretion of SF management, following any breach or violation of these Terms & Conditions or the Code of Conduct by Member, a Family Member, or Member's guests, or for any conduct which, in the sole opinion of SF management, is prejudicial to the welfare, good order, and character of the Club. SF decisions regarding the termination of your membership are final and within SF's sole and absolute discretion.

10. ***Violation of Code of Conduct; Destruction of Property.*** Any Member, Family Member, or guest of a Member may be suspended or expelled from the Club for any violation of the Code of Conduct or for any behavior deemed unsafe or disruptive by Club staff. Decisions of Club staff regarding suspension or expulsion are final.

Any destruction of Club property caused by Member, a Family Member, or Member's guests, whether accidental, negligent, wilful or otherwise, may result in the violator being removed from the Club, suspended or terminated as a Member if a Member, and/or criminally prosecuted. In addition, the Range reserves the right to assess to the Member a reasonable charge for any such damage, including reasonable attorney's fees and expenses that SF incurs in connection with such incident or for recovering such charges, regardless of whether the damage is caused by the Member, a Family Member, or Member's guest.

11. ***Changes to Terms & Conditions and Code of Conduct.*** SF reserves the right, in its sole and absolute discretion, to amend, modify or



supplement the Terms & Conditions, the Membership Benefits Agreement, the Release, and the Code of Conduct from time to time. Such changes shall be effective on the date such revised Terms & Conditions, Membership Benefits Agreement, and/or Code of Conduct are posted to the Club website or as otherwise communicated to the Members, including by e-mail. Any such changes shall be binding on you and any Family Members on the effective date of the change. No change to the Terms & Conditions, Membership Benefit Agreement, Release, or Code of Conduct shall entitle any Member to a refund of the Initiation Fee or previously paid Monthly Dues. Further, SF reserves the right, in its sole and absolute discretion, to discontinue operation of the Club, to sell, lease or otherwise dispose of the Club or its operations in any manner whatsoever and to any person whomsoever, to add, issue, modify, or terminate any category of Membership, to discontinue operation of the Club facilities or any part thereof, and to limit use of the Club facilities.

12. ***Changes in Membership Benefits.*** SF reserves the right to add, eliminate or change any Membership Benefit (including, but not limited to, any benefits listed in the Membership Benefit Agreement and any classes or courses offered at the Club) and/or amenity at any time and from time to time, in its sole and absolute discretion. The Membership Benefits at any time shall be as posted on the Club's website or as otherwise communicated to Member. Such changes shall be effective on the date such revised Membership Benefits are posted to the website or communicated to Member. No change to the Membership Benefits shall entitle any Member to a refund of the Initiation Fee or previously paid Monthly Dues.

13. ***Special Economic Arrangements.*** SF reserves the right to make special economic arrangements with prospective Members or existing Members without offering the same terms and conditions to other prospective Members or existing Members, including, but not limited to, providing special discounts or waivers, financing, benefits, or other incentives to attract or retain Members, all as SF deems to be appropriate in its sole and absolute discretion.

14. ***Transfer of Membership.*** Except for Immediate Family Members, all Memberships are nontransferable, and no Member may sell, transfer, assign, pledge, hypothecate, or otherwise encumber a Membership, whether voluntarily or involuntarily. Any such action shall be null and void. A Member may transfer his/her Membership to an Immediate Family Member upon written approval from SF management, which shall be solely within SF's discretion and subject to such person completing the application process described herein as if such person were applying to become a Member.

15. ***Divorce; Separation.*** In the event a Membership of any class that allows for spousal privileges is held by a married couple, domestic partnership, or civil union, and the spousal relationship is subsequently legally

separated or divorced, the Membership shall be awarded to one (1) spouse as set forth in a separation agreement, divorce decree, or its equivalent. A Membership is not divisible. After receipt of the written separation agreement, divorce decree or equivalent, all rights, benefits, and obligations of Membership shall be deemed to have been awarded to the spouse designated by such document as the Member. The other spouse may apply for Membership in the same manner as any new applicant for Membership. In the absence of a written separation agreement, divorce decree or equivalent, or in the event the Membership is not otherwise designated by a court, the Membership shall continue in the name of the spouse set forth as the Primary Candidate in the Application. During the pendency of divorce or separation, liability for all obligations under the Membership will remain unchanged.

16. ***Death of a Member.*** In the event of a Member's death, the heirs, successors, assigns and estate of the Member shall be liable, to the extent permitted by law, for any dues accrued, unpaid portions of the Initiation Fee, and charges incurred by Member until the date of the Member's death. All Memberships shall terminate upon the death of the Member unless such Membership provides for spousal, family or corporate designee privileges or the Membership is otherwise transferred to an Immediate Family Member as provided herein. In such a case, Membership shall terminate upon the death of the deceased Member's spouse or upon the death of the person designated in accordance with the Member's Application to receive the same privileges as Member. The death of a member and the continued use of the Membership by the surviving spouse or other designated person shall not be deemed a transfer of the Membership and remains subject to these Terms & Conditions.

17. ***Communications and Notices.*** Except as otherwise provided herein, communications between you and SF shall be by email or personal delivery. Accordingly, as a condition to your Membership, you are required to maintain a valid e-mail account. Any failure to maintain a valid email account shall be grounds for termination of your Membership. The e-mail address set forth on the Application shall be used by SF to communicate with you unless you provide a substitute email address to SF. Except as otherwise provided herein, you must send all written notices, including any changes to your e-mail address for communication purposes, by sending an email to SF at [membership@sportsmansfinest.com](mailto:membership@sportsmansfinest.com).

18. ***No Representations or Warranties.*** Member's right to use the Club is on a non-exclusive, "AS-IS" basis, subject to availability and the terms of the Code of Conduct. EXCEPT AS EXPRESSLY STATED IN THESE TERMS & CONDITIONS, NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE MADE OR GIVEN BY SF. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL REPRESENTATIONS, WHETHER ARISING BY

OPERATION OF LAW OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED.

19. ***Dispute Resolution.*** Any controversy or dispute arising out of or relating to these Terms & Conditions, any Member's Membership, or the Club shall be mediated by a mutually acceptable mediator to be chosen by SF and any Member having a dispute within thirty (30) days after written notice from another party demanding mediation. SF and the Member will share the costs of the mediation equally. Any such controversy or dispute that cannot be resolved through mediation shall be submitted to arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration may be commenced by any by the sending of a written notice demanding arbitration. Each party shall be entitled to select one arbitrator, and the two arbitrators selected by the parties shall in turn jointly select a neutral arbitrator, who shall act as the chair of the arbitration panel. The arbitrators shall be persons possessing sufficient legal and financial experience to resolve the issues before them. The selection of the party-appointed arbitrators and the neutral arbitrator shall take place no later than 45 days after the demand for arbitration has been received by the non-demanding party. The arbitration shall take place in Austin, Texas, unless the parties agree to another locale. The arbitration panel shall issue its award no later than 90 days after the selection of the third arbitrator unless the arbitration tribunal determines that additional time is required. The arbitrators' decision shall be binding and conclusive, but appealable insofar as permitted by the applicable law. The costs of any such arbitration, including the arbitrators' fees, shall be borne half by Member and half by SF. By signing these Terms & Conditions, Member waives the right to a jury trial and agrees to binding private arbitration as provided above.

20. ***Severability.*** In case any one or more of the provisions contained in these Terms & Conditions, the Release, or the Code of Conduct shall for any reason be found unenforceable in any respect, the parties agree that such unenforceability shall not affect any other provision, and that all other provisions of these Terms & Conditions, the Release, and the Code of Conduct shall remain valid and enforceable.

21. ***Governing Law.*** These Terms & Conditions shall be construed in accordance with the substantive laws of the State of Texas, without regard for its conflict-of-laws rules.

22. ***Integration; Amendment; No Waiver.*** These Terms & Conditions, the Release, the Code of Conduct, and the Application constitute the sole and only agreement of the Parties relating to the Club and supersede any prior written or oral understandings or agreements between the parties. No failure on the part of SF to exercise, and no delay in exercising, any right hereunder

shall operate as a waiver thereof; nor shall any single or partial exercise thereof, or the exercise of any other right, operate as a waiver thereof.

**EXHIBIT B**

**RELEASE, WAIVER OF LIABILITY,  
AND INDEMNITY AGREEMENT**

Name: \_\_\_\_\_(hereinafter, "Releasor"),

On behalf of \_\_\_\_\_ (name of minor) Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**IMPORTANT NOTICE**

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES THAT YOU UNDERSTAND AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF SPORTSMAN'S FINEST AND ITS EMPLOYEES, INSTRUCTORS, CONTRACTORS, AGENTS, HEIRS, SUCCESSORS, AND ASSIGNS.**

This Release, Waiver of Liability, and Indemnity Agreement ("Release"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is entered into by and between Releasor and Sportsman's Finest Hog Heaven LLC, Robert Henry Seale III, Lyssa M. Seale, and their respective owners, shareholders, members, employees, instructors, contractors, agents, heirs, successors, and assigns (the "Releasees"). As a condition to and in consideration for Releasor's participation in today's and all future activities at Hog Heaven, located at 24905 Ranch Road 12, Dripping Springs, Texas 78620 (the "Property"), Releasor, on his/her behalf and/or the parent or legal guardian on behalf of the minor identified above, and his/her respective personal representatives, assigns, heirs, next of kin, and estate knowingly and voluntarily agrees to enter into this Release and agrees and acknowledges as follows:

1. **Inherent Risk of Activities at the Property.** Releasees offer a variety of recreational activities at the Property, including, but not limited to, shooting, archery, and fishing/boating activities. Releasor understands and acknowledges that these activities, including the use of firearms, archery equipment, boats and vehicles for transportation to and from such activities, are inherently hazardous and involve both known and unanticipated risks which could result in damage or destruction of property and physical or emotional injury, including loss of hearing or eyesight, paralysis, drowning or death, of myself or other persons. I further understand and acknowledge that the discharging of firearms, archery equipment, and other weapons and the use of ammunition have inherent dangers that no amount of care, instruction, or expertise can eliminate.

Releasor acknowledges and assumes the inherent risks of engaging in all activities at the Property, which include, but are not limited to: (a) being shot by or shooting myself or others; (b) partial or total loss of eyesight or hearing; (c) inhalation or harmful contact with lead or other contaminants; (d) being struck by flying or falling objects, including projectiles such as bullets or arrows, and fishing lures; (e) slipping, falling or otherwise being injured or drowning while participating in water-related activities; (f) the potential of another participant to act in a negligent manner that may contribute to injury to Releasor or others; (g) certain hazards such as surface and subsurface conditions on the Property, including, for example, visible or concealed rocks, cactus, creeks, streams, and ponds; (h) slipping, falling, or otherwise being injured on the Property or in other structures on the Property, which can be slippery, muddy, wet, or contain or present other hazards; and (i) falling from, rolling over, or being in a collision in vehicle (including golf carts, utility vehicles, and side-by-sides) or any other mode of transportation used on the Property.

I further understand and acknowledge that Releasors make no warranty or representation as to the design, manufacture, condition, or fitness for any particular purpose of any facilities, equipment, structures, or vehicles on the Property, including, but not limited to, firearms, ammunition, archery equipment, targets, clay throwers, eye/hearing protection, vehicles (including golf carts, utility vehicles, and side-by-sides), and first-aid supplies.

2. **Releasor Representations.** Releasor represents that he/she is experienced and skilled in the proper handling, loading, and use and discharge of all firearms, ammunition, and/or archery equipment that I intend to use at the Property. I understand that Releasor is specifically relying on the truth of my representations concerning my experience with firearms and other weapons in permitting me to use the Property. I represent that I have never been convicted of a felony in any of the fifty United States. Texas law prohibits any person convicted of a felony from being present in any environment where firearms are present.
3. **Inspection of Equipment.** Releasor has inspected all equipment (including all firearms and ammunition purchased or rented from Releasor, vehicles ), facilities, and trails to be used in connection with Releasor's activities on the Property, and is satisfied that all such equipment, facilities, and trails are in good condition and reasonably safe for Releasor's intended purpose, usage, and presence upon the Property. If at any time Releasor believes that any equipment or condition on the Property is unsafe, Releasor agrees to immediately cease participation in the activity and notify one of the Releasees and to cease all further participation until the equipment or condition can be remedied.
4. **Conditions of the Property.** Releasor acknowledges and agrees that no warranty, either express or implied, is made by Releasees as to the condition of the Property, or any roads, buildings, gates, arenas, or other improvements located thereon. This Release is sufficient warning that dangerous conditions, risks, and hazards may exist on the Property. These include, but are not limited to, poisonous snakes, insects and spiders; erosion, cactus, hidden rocks, creeks, and general condition of the land, trails, and roadway, creating rough, hazardous, and dangerous driving, riding, and walking conditions; animals both wild and domestic that may be dangerous and/or diseased; persons with firearms both on or off the Property; and the use of vehicles

(including tractors, trailers, and motor vehicles). **Releasor acknowledges and agrees that he/she is engaging in activities on the Property pursuant to his/her own free will and is assuming all risks associated with such activities, including bodily injury and death.**

5. **Release and Wavier of Liability.** IN CONSIDERATION FOR THE RIGHT TO ENTER THE PROPERTY AND/OR PARTICIPATE IN ANY ACTIVITIES ON THE PROPERTY, RELEASOR, ON BEHALF OF HIMSELF/HERSELF, ANY MINORS UNDER HIS/HER CARE, AND HIS/HER RESPECTIVE AGENTS, REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS, HEREBY RELEASES AND AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS THE RELEASEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND DAMAGES, INCLUDING ATTORNEY'S FEES, RESULTING FROM OR IN ANY WAY RELATED TO RELEASOR'S USE OF OR PRESENCE ON THE PROPERTY, ANY IMPROVEMENTS THEREON, AND/OR PARTICIPATION IN ANY SHOOTIG RELATED ACTIVITIES TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER OR NOT CAUSED BY RELEASEES' NEGLIGENCE OR GROSS NEGLIGENCE.

Releasor further agrees that this Release is a complete bar to any legal action against Releasees by or on behalf of Releasor, any minors under Releasor's care, and any heirs or representatives arising out of or related to any of the activities or matters mentioned herein, and in the event any such action is instituted by me or on my behalf, this Release may be used as a complete bar to recovery in such action.

6. **Assumption of Risk.** RELEASOR, ON BEHALF OF HIMSELF/HERSELF AND ANY MINORS UNDER HIS/HER CARE, ASSUMES ALL RISKS AND HAZARDS IN CONNECTION WITH HIS/HER PRESENCE ON OR USE OF THE PROPERTY, ALL IMPROVEMENTS SITUATED THEREON, AND PARTICIPATION IN ANY SHOOTING RELATED ACTIVITIES ON THE PROPERTY. RELEASOR PARTICIPATES IN ANY AND ALL ACTIVITIES ON THE PROPERTY, INCLUDING ALL SHOOTING RELATED ACTIVITIES, AT HIS/HER OWN RISK AND HEREBY ACKNOWLEDGES AND AGREES THAT RELEASEES SHALL BEAR NO RESPONSIBILITY OR RISK ASSOCIATED WITH BODILY INJURIES OR DEATH THAT COULD ARISE FROM RELEASOR'S PRESENCE OR PARTICIPATION IN ACTIVITIES ON THE PROPERTY.
7. **Indemnification & Covenant Not to Sue.** RELEASOR, ON BEHALF OF HIMSELF/HERSELF, ANY MINORS UNDER HIS/HER CARE, AND HIS/HER RESPECTIVE AGENTS, REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS, HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD RELEASEES HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND DAMAGES WHATSOEVER,

**INCLUDING ATTORNEY'S FEES, RELATING TO ANY ACCIDENT, INCIDENT, OR OCCURRENCE, ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM OR RELATED TO HIS/HER PRESENCE ON THE PROPERTY, ANY AND ALL USES OF THE PROPERTY, ANY IMPROVEMENTS THEREON, ANY AND ALL USES OF THE LANDS, ROADWAYS, CREEKS, OR STREAMS ON THE PROPERTY, OR ANY PARTICIPATION IN SHOOTING ACTIVITIES, REGARDLESS OF WHETHER SAME MAY RESULT FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF RELEASEES TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

8. **Scope of Agreement.** Releasor hereby acknowledges and agrees that this Release shall be binding upon myself, the parents or legal guardians of any minors under my care, my heirs, estate, assigns, including all minor children, and personal representatives. Releasor further acknowledges and agrees that it is his/her understanding and intent that this Release shall remain in full force and effect from the date of its execution and even after shall be applicable to each and every occasion that I enter the Property, use any facilities or equipment at the Property, or engage in or observe shooting and other activities at the Property.
9. **Governing Law.** This Release shall be governed by the laws of the State of Texas, without regard to for its conflict of laws rules.
10. **Severability.** The provisions of this Release are severable. If for any reason any provision of this Release is determined to be invalid, unenforceable, or contrary to existing or future law to any extent, such provision shall be enforced to the fullest extent permissible under the law and such invalidity, unenforceability, or illegality shall not impair the operations of or otherwise affect those portions of this Release which are valid, enforceable, and legal. It is Releasor's intent to release and indemnify Releasees from any and all claims to the fullest extent permitted by law.

**SIGNER STATEMENT OF AWARENESS**

**I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASES, AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE RELEASOR AND ANY RIDERS ARE TRUE AND ACCURATE.**

By signing this Release, Releasor hereby acknowledges his/her complete understanding, agreement and consent to this Release, with full knowledge and understanding of the disclosures, waivers, and releases herein. Releasor acknowledges and understands that Releasees are relying on this Release and its waiver and releases of liability, and that absent



my signing this Release, I would not be allowed to participate in any activities on the Property.

\_\_\_\_\_  
Signature (Parent Must Sign For 17 & Under)

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

\_\_\_\_\_  
Signature of Parent/Guardian

For: \_\_\_\_\_  
(Please Print)

## **EXHIBIT C**

### **Code of Conduct**

The purpose of Sportsman's Finest at Hog Heaven is to unify our members around our shared pursuits in the outdoors. Through training, education, and fun times we encourage our members to champion an era of community, kindness, and excellence. It is our belief that this can be the greatest sporting club in the nation if we adhere to that objective.

Being a "good human" is first and foremost in how we assess the fitness of our employees, our leadership team, and our members. All jokes aside, some of the best ways to try and define being a "good human" are as follows.

- Be respectful of others.
- Avoid gossip and talking negatively about your club mates. If you cannot say it to someone else's face, don't say it at all. We want to avoid unhealthy cliques at the club where able.
  - If someone is a problem and/or is breaking the club's standards, come tell us and we will evaluate how to best manage the situation or the individual.
- Let us avoid politics as often as we are able.
  - Sportsman's Finest at Hog Heaven is a special chance to rally around the things we hold near and dear--the outdoors, our families, and our community.
    - We respect everyone's opinions, as such we ask that people avoid wearing or showcasing overtly political symbols within American Politics.
      - ie "Biden is Dumb" or "Trump is Dumb"
      - MAGA Hats, Biden 4 President 2024, ANTIFA etc.
      - If you have any questions, feel free to ask us.
    - We request that people exercise respectful language when discussing their position on political matters. We are not against healthy discussions around politics & matters of freedom of speech. We simply want to keep things civil.
    - Try and remember that Texas and Hog Heaven are a place for us to see what we have in common. More often, we have found that Sportsman's Finest is a unifying force for good. Let's stick to that standard for the betterment of our club, our community, and one another.
- The bottom line is that we are here to lift each other up as "good humans." The world is changing rapidly, and we are here to contribute to the next generation of our community and its outdoor acumen. Individuals that veer from this set of standards, are grounds for termination.

Finally, we must exhibit great care and respect for the necessary safety requirements of the club. While the following page specifically addresses what that looks like, a top code of conduct point that requires a shout out—is to **NEVER** point a loaded or unloaded firearm in an unsafe direction.

**UNDER NO CIRCUMSTANCES, WILL THE CLUB TOLERATE LAX HANDING OF FIREARMS—BUT MOST SPECIFICALLY, POINTING FIREARMS OF ANY STATUS OR CONDITION, AT PEOPLE, ANIMALS, OR UNDESIGNATED SAFE AREAS FOR SHOOTING IS STRICTLY FORBIDDEN.**

## **Range Safety Rules**

### **THE FOUR RULES OF FIREARM SAFETY:**

1. **TREAT EVERY WEAPON AS IF IT'S LOADED.**
2. **NEVER POINT WEAPON AT ANYTHING YOU DON'T WANT TO KILL.**
3. **KEEP YOUR FINGER OFF THE TRIGGER UNTIL YOU ARE READY TO FIRE.**
4. **KEEP WEAPON ON SAFE OR A SAFE CONFIGURATION (*ACTION OPEN, BOLT UP, ETC...*) UNTIL YOU ARE READY TO FIRE.**

### **RANGE SAFETY REQUIREMENTS:**

**EYE PROTECTION IS REQUIRED ON ALL RANGES - DUE TO FRAGMENTATION FROM STEEL AND SHOT PELLETS.**

**HEARING PROTECTION IS REQUIRED ON ALL RANGES.**

**ONLY PISTOL CALIBERS AND RIMFIRE ARE ALLOWED ON STEEL - RIFLE CALIBERS ARE ALLOWED ON A LIMITED CASE BY CASE BASIS AT PAPER ONLY.**

**FOR HANDGUNS: NO "HOT" OR LOADED PISTOLS ARE ALLOWED INSIDE COMMON AREAS. CLEAR AND SAFE YOUR HANDGUN BEFORE DEPARTING THE BAY.**

FOR DYNAMIC SHOOTS SUCH AS PISTOL PT THAT REQUIRE MOVEMENT AMONG BAYS - THIS POLICY DOES **NOT** APPLY AND WILL BE EXPLAINED IN THAT SPECIFIC EVOLUTION BRIEF.

### **BE AWARE OF ENVIRONMENTAL HAZARDS:**

1. **DRINK PLENTY OF WATER DURING HOT MONTHS. DO NOT WAIT UNTIL YOU FEEL THIRSTY - EACH MED BAG CONTAINS ELECTROLYTE POWDER.**
2. **WEAR APPROPRIATE CLOTHING FOR OUTDOOR CONDITIONS - SUN, COLD, ETC...**
3. **WATCH OUT FOR WILDLIFE - ANTS, SPIDERS, SNAKES, AND OTHERS MAY ALL BE PRESENT. CHECK YOUR SURROUNDINGS AS YOU WALK AROUND.**

**ZERO TOLERANCE POLICY:** ALL SHOTS **MUST** STAY ON THE RANGE. DO NOT FIRE ANYTHING OUTSIDE OF THE RANGE YOU ARE USING. THE SURFACE DANGER ZONES (SDZs) ARE VERY SPECIFIC TO THE DIRECTION OF FIRE, AND IN MANY CASES, THE CALIBER ALLOWED. THE QUICKEST WAY TO SHUT DOWN YOUR FACILITY IS TO HAVE A ROUND GO WHERE IT IS NOT SUPPOSED TO.

**DO NOT CLIMB UP ON BERMS.**

**ALCOHOL IS NOT ALLOWED ON ANY RANGES. DO NOT ENGAGE IN SHOOTING SPORTS IF YOU HAVE BEEN DRINKING.**

**SHOTGUN SPECIFICS:**

1. **LOAD NO MORE THAN 2 SHELLS AT ANY TIME.**
2. **# 7.5, 8, AND 9 SHOT SIZE ONLY.**
3. **NO LOAD BIGGER THAN 1 1/4 oz.**
4. **LEAD SHOT ONLY.**
5. **NO SLUGS ALLOWED.**
6. **NO TACTICAL SHOTGUNS ON SPORTING CLAY COURSES.**
7. **KEEP ACTION OPEN AT ALL TIMES UNLESS YOU ARE IN A SHOOTING STATION READY TO ATTEMPT TARGET.**
8. **NEVER EXIT A SHOOTING STATION WITH A LOADED GUN.**
9. **DO NOT DEPART FROM DESIGNATED PATHS AND ROADS.**

**EACH RANGE WILL HAVE A MED BAG AND A LAMINATED COPY OF THE MEDICAL PLAN INFORMATION.**

**EACH MED BAG CONTAINS: 2 TOURNIQUETS, BANDAGE GAUZE, BAND AIDS FOR MINOR CUTS, AND ELECTROLYTE POWDER.**

**Member Name:** \_\_\_\_\_

**Member Signature:** \_\_\_\_\_

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

# Membership Access Agreement

- Members must follow Hog Heaven Sporting Club general safety rules.
- No children under the age of 18 allowed on property without a parent/guardian and no one under the age of 16 is allowed to drive a golf cart.
- Codes will only be good Monday - Sunday from 8:00am - 8:00pm. You must be off the property no later than 8:00pm.
- Shooting must end at sundown
- All codes are for you and family on your membership. Violation of this will cause you to lose your privilege to use the facility.
- Clubhouse will be open during these hours, however office will only be staffed Tuesday - Saturday 10AM-4PM. Countdown cards and any ammunition must be purchased during office hours.
- For full access and access members only, you are allowed to come fish during these times, however you MUST stay at the bridge and far side of the lake only, away from shotgun range. You may still get peppered so be cautious.
- Guests must have a signed waiver (\$50 Guest fee, waivers will be on site for new guests)
- Please check your surroundings and make sure no one is working where you are shooting. Know what is down range (mowers, workers, etc)
- Please do not activate the gate sensor from inside the gate. Anyone entering the property that does not have a code must hit the call button, no exceptions unless an emergency.
- Please do not go past any orange cones.
- Please fill out a form with information on the number of guests and golf cart rentals (please make a note on form if anything needs to be brought to our attention, ex: machine not working).
- Please do not approach or try to fix machines or anything on your own.
- Please mark on form, equipment check out for 5 stand remotes and/or microphones for skeet/trap.
- Please return equipment when finished shooting. Golf cart keys, remotes, microphones and forms will be on sign in table in clubhouse.
- Members must have a credit card on file for charges.
- In case of emergency please call or text Zanna at 512-801-2065

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Name

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Signature

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Date