

# AUTHORIZATION FOR RELEASE OF RECORDS AFFIDAVIT

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ who made this Affidavit and, on oath, stated the following:

I have read the provisions of Chapter 411, Texas Government Code and 37 Texas Administrative Code 6.15(6)(C) and hereby authorized the release of information and records to the Texas Department of Public Safety for the purpose of a background investigation to determine my eligibility to carry a concealed handgun or to instruct classes on concealed handguns. These documents may include, but are not limited to:

## INITIAL

- \_\_\_\_\_ 1. Medical records within 5 years preceding the date of application pertaining to chemical dependence or ability to exercise sound judgment with respect to the proper use and storage of a handgun;
- \_\_\_\_\_ 2. Child support payment status as evidence by court documents or records from the attorney general's office;
- \_\_\_\_\_ 3. Payment status of taxes or other money collected by the comptroller, state treasurer, tax collector of a political subdivision of the state, Texas Alcoholic Beverage Commission, or any other agency or subdivision of the state as evidence by tax or agency records;
- \_\_\_\_\_ 4. Law enforcement records;
- \_\_\_\_\_ 5. Payment status of any loan made under Chapter 57, Texas Education Code as evidenced by agency records;
- \_\_\_\_\_ 6. Current restrictions under court protective order.

I understand that any confidential documents obtained by the Texas Department of Public Safety during its investigation of my application for a concealed handgun license will remain confidential. Photocopies or facsimiles of this document will have the same weight and effect as an original.

\_\_\_\_\_  
**Applicant's Signature**

SUBSCRIBED and SWORN TO before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

[seal]

\_\_\_\_\_  
**NOTARY PUBLIC in and for the State of Texas**

\_\_\_\_\_  
**Printed Name of NOTARY PUBLIC**

**KNOWLEDGE OF LAWS AFFIDAVIT**

**STATE OF TEXAS**

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**COUNTY OF \_\_\_\_\_**

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ who made this Affidavit and, on oath, stated the following:

I have read and understand each provision of Chapter 411, Subchapter H, Texas Government Code. I have read and understand Chapter 9 of the Texas Penal Code as it relates to the use of deadly force by the citizens of the State of Texas with regard to justification, protection of persons, protection of property, and law enforcement. I have also read and understand Section 46.035 of the Texas Penal Code regarding the unlawful carrying of a handgun by a license holder.

\_\_\_\_\_  
**Applicant's Signature**

**SUBSCRIBED and SWORN TO before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

**[seal]**

\_\_\_\_\_  
**NOTARY PUBLIC in and for the State of Texas**

\_\_\_\_\_  
**Printed Name of NOTARY PUBLIC**

STATE OF TEXAS

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**ELIGIBILITY AFFIDAVIT**

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ who made this Affidavit and, on oath, stated the following:

I have fulfilled all the eligibility requirements listed under 37 TAC Chapter 6, and Chapter 411, Texas Government Code. This includes:

**INITIAL**

- 1. Initial either a) or b)  
 a) I have demonstrated my legal residence in the state of Texas for the preceding six months (resident license only); or  
 b) I intend to establish residency in the State of Texas pursuant to Sec.411.173 of the Texas Government Code;
- 2. I am at least 21 years of age;
- 3. I have not been convicted of a felony;
- 4. I am not currently charged with the commission of a Class A or Class B misdemeanor or an offense under Section 42.01 of the Texas Penal Code, or of a felony under an information or indictment;
- 5. I am not a fugitive from justice for a felony of Class A or Class B misdemeanor;
- 6. I am not chemically dependent;
- 7. I am not incapable of exercising sound judgment with respect to the proper use and storage of a handgun;
- 8. I have not been convicted of a Class A or Class B misdemeanor or an offense under Section 42.01 of the Texas Penal Code in the past five years;
- 9. I am fully qualified under applicable federal and state laws to purchase a handgun;
- 10. I have not been finally determined to be delinquent in making child support payments administered or collected by the attorney general;
- 11. I have not been finally determined to be delinquent in the payment of taxes or other money collected by the comptroller, state treasurer, or tax collector of any agency or political subdivision of this state (or state of residence for non-resident applicants);
- 12. I have not been finally determined to be in default on a loan made under Chapter 57 of the Texas Education Code;
- 13. I am not currently restricted under a court protective order or subject to a restraining order affecting the spousal relationship, not including a restraining order affecting property;
- 14. I have not in the past 10 years been adjudicated as having engaged in delinquent conduct violating a penal law of the grade of felony; and
- 15. I have not made any material misrepresentation, or failed to disclose any material fact, in an application or request for application submitted pursuant to 37 TAC Chapter 6 and Chapter 411, Texas Government Code.

\_\_\_\_\_  
Applicant's Signature

SUBSCRIBED and SWORN TO before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

[seal]

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

\_\_\_\_\_  
Printed Name of NOTARY PUBLIC

STATE OF TEXAS  
COUNTY OF BEXAR

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**LIABILITY RELEASE, AGREEMENT NOT TO SUE, AND INDEMNITY**

Know all persons by these presents that I, \_\_\_\_\_,  
Of \_\_\_\_\_ County, Texas, in consideration of being allowed to attend a course of classroom and range instruction and exercises as prescribed by the Texas Department of Public Safety, which is legally required in order to obtain a license to carry a concealed handgun, do for myself, my heirs, legal representatives and assigns, do hereby forever release and agree not to sue and agree not to hold liable my instructor(s), T. Lee Powers and Lender Protective Services, Inc., and their respective past, present, and future officers, directors, trustees, members, employees and agents from any and all liabilities, actions, rights and causes of action of whatever kind or nature, damages, claims and demands based on or arising from or resulting from any property damage, personal injuries or death sustained by me or my property while attending or as a result of, or alleged to be as a result of attending said instructional course.

I further agree, for myself, my heirs, legal representatives and assigns, to indemnify against and hold and save harmless said instructor(s), T. Lee Powers and Lender Protective Services, Inc. from all damages, actions, rights, or causes of action, claims, demands, judgments, executions, debts, cost of litigation and attorney's fees incurred or suffered by said which may in any way be or alleged to be based on or arise out of, or result from any act or omission by me or caused by me while or after attending the said instructional course whether or not I obtain a license to carry a concealed handgun. In addition, I make the following representations and acknowledgements upon which I intend class with T. Lee Powers and Lender Protective Services, Inc. to rely: (1) I understand and agree that, while attending the instructional course, firearms will be utilized and they are inherently dangerous and I voluntarily assume all risks of using and employing firearms, ammunition and related equipment and supplies, those risks being inherent in any situation and under any circumstances, on the premises of T. Lee Powers and Lender Protective Services, Inc. or any other site or range; (2) I further understand that, whether or not I obtain a concealed handgun license, there are situations and circumstances that might arise concerning the possession, carrying, storage and/or use of firearms and the use of deadly force that may involve possible criminal penalties or civil liabilities and that a course of instruction cannot cover all situations, circumstances and possibilities; (3) I agree that I will not attend any classroom or range instruction or exercises held in conjunction with this training course after consuming alcohol, illegal or prescription drugs, or any other substance that may impair my mental or physical faculties; (4) If I am found, at the sole discretion of my instructor(s), to have violated (3) above or any other safety rule of my instructor(s) as they have been or are explained to me, I understand that I will be dismissed, without refund, and that I will have to reapply for another course in order to qualify for a proficiency certificate.

(notary seal)

\_\_\_\_\_  
(student signature)

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Date

## CHL PROFICIENCY DEMONSTRATION COURSE

The proficiency demonstration course will be the same for both the instructors and license applicants, and will require firing from three, seven and fifteen yards. The course of fire will be a total of fifty rounds.

Twenty rounds will be fired from three yards

- A. Five rounds will be fired. "One Shot Exercise". Two seconds allowed for each shot.
- B. Ten rounds will be fired. "Two Shot Exercise". Three seconds allowed for each two shots.
- C. Five rounds will be fired, ten seconds allowed for five shots.

Twenty rounds will be fired from seven yards--fired in four five shot strings

- A. The first five shots will be fired in ten seconds.
- B. The next five shots will be fired in two stages.
  - 1. Two shots will be fired in four seconds
  - 2. Three shots will be fired in six seconds
- C. The next five shots at seven yards will be fired, "One Shot Exercise". Three seconds will be allowed for each shot.
- D. The last five shots fired at the seven yard line. The time will be fifteen seconds to shoot five rounds.

Ten rounds will be fired from fifteen yards--fired in two five shot strings

- A. The first five shots will be fired in two stages.
  - 1. Two shots fired in six seconds
  - 2. Three shots fired in nine seconds
- B. The last five shots will be fired in fifteen seconds.

# DIRECTIONS TO BRACKEN RANGE

RANGE PHONE: 651-9009  
LEE'S PHONE: 559-4831

