

**Appendix D - Hold Harmless Agreement
Release, Waiver, Indemnification, Hold Harmless,
And Assumption of the Risk Agreement (rev. 11/2020)**

In return for use of premises and/or participation in any activity at the premises, and/or for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned agrees to the following:

To indemnify, hold harmless and defend Lemon Grove Rod and Gun Club, and any of its employees, directors, officers, agents, or volunteers (and their heirs, executors, trustees, or beneficiaries) from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with the discharge of firearms; the Undersigned's participation in discharging firearms; observing the discharging of firearms, participation in or observation of any activity, the use of the range, buildings, land and any use and presence on the premises (the "Premises"); and any and all acts or omissions of the Undersigned or of any third party (including, without limit, licensees, trespassers or business invitees). Should any such claim, demand or lawsuit arise or be asserted in any way related thereto, whether arising under the laws of the United States, California or of any other State, or under any theory of law or equity, the Undersigned will indemnify, hold harmless and defend Lemon Grove Rod and Gun Club, from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against Lemon Grove Rod and Gun Club, whether individually, jointly, or in concert with the Undersigned, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including attorney's fees.

The Undersigned waives any and all rights and claims for damages, losses, demands and any other actions, which exist or which may arise against Lemon Grove Rod and Gun Club, and any of its employees, directors, officers, agents, or volunteers (and their heirs, executors, trustees, or beneficiaries) (including, but not limited to any and all injuries, damages or illnesses suffered by the Undersigned or the Undersigned's property), which may, in any way whatsoever, arise out of, be related to or be connected with: discharging firearms on the Premises, the use of their sporting equipment of any nature and kind, the Undersigned's presence on or use of Premises for any purpose or activity, whether sponsored by, authorized, assisted, regulated, or not, by the Lemon Grove Rod and Gun Club; the Undersigned's own property (whether or not entrusted to Lemon Grove Rod and Gun Club), including any patent or latent defect in the premises. Lemon Grove Rod and Gun Club shall not be liable for, and the Undersigned hereby expressly releases Lemon Grove Rod and Gun Club from, any and all such claims. This waiver is both personal and on behalf of any minor accompanying or associated with the undersigned, even if said minor is not expressly identified below. This release and waiver *shall not* prevent a claim for recovery under any policy of insurance provision for no-fault indemnity (such as guest medical coverage).

The Undersigned hereby expressly assumes the risk of entering the Premises and taking part in activities on the Premises which include, but are not limited to the discharge of firearms and the firing of live ammunition; observing individuals discharging firearms; and/or the use of the premises, club or camping facilities for any purpose, including recreation or business. I acknowledge that my use of the premises, participation in individual and group activities, including the use of firearms or archery involves initiative, problem solving, and entails known and unanticipated risks that could result in physical or emotional injury or death. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: the hazards of slips and falls; being struck by objects dislodged or dropped from above or flying through the air, the hazards from using firearms and/or bows and arrows, or the use of firearms or bows and arrows by others, the risks of falling off of equipment, such as stands, or down embankments or off trails, the risk of explosion, being struck by or falling from, motor vehicles or other forms of conveyance, or even the exertion of the physical participation in the activity as well as my own known or unknown physical condition.

The Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all Lemon Grove Rod and Gun Club range rules any separate rules or procedures required by any activity, the procedures, safety rules, and any and all Range Officer instructions, whether communicated in writing, posted on the premises and/or communicated verbally.

This instrument binds the Undersigned and his/her executors, administrators, assignees or heirs and any minor for whom it is signed and inures to the benefit of the Lemon Grove Rod and Gun Club, and any of its employees, directors, officers, agents, or volunteers (and their heirs, executors, trustees, or beneficiaries).

If an adult under the age of 25, (or, if requested by a Range Officer) my age is listed. If a minor, under the age of 18 years, I understand a parent or legal guardian signature (not the minor's) agreeing to this waiver is required.

Dated: _____

If under 25, my age is: _____

Dated: _____

UNDERSIGNED:

Signature

Print Name

Parent or Legal Guardian Signature

Print Name of Minor

While execution of this agreement is voluntary, a refusal to execute it requires you and/or the minor immediately leave the premises.

Lemon Grove Rod and Gun Club
Standard Operating Procedures
Lemon Grove Rod and Gun Club Range Rules

1. Consumption of Drugs including Alcohol

Shooters **SHALL NOT** consume any drugs, prescription or recreational, that may reduce cognitive ability before or during live fire events. Because the federal government classifies marijuana as an illegal drug, its use and/or possession on club property is prohibited. The Shootmaster or RSO will deny range access to anyone whom they have observed violating this rule or whose behavior indicates they may be in violation.

After an individual has ceased firing and guns and ammunition have been properly secured, alcohol may be consumed by those of legal age in the following areas:

- a. The camping area.
 - b. Outside the club house adjacent to the shotgun range.
2. It is each shooter's responsibility to clean up his trash including materials used as targets.
 3. Willful destruction of Corporation property will not be tolerated.
 4. All shooting activities shall be conducted on the appropriate range.
 5. The telephone is for Corporation business or emergency calls.
 6. All animals brought onto the Corporation property are the responsibility of the owner, must be on a leash, and must be cleaned up after.
 7. No one shall violate any local, state or federal laws while on Corporation property.
 8. No shooting at wildlife on Corporation property.
 9. When open for shooting, the hours of operation are from 8:00 AM until sunset. Shooting after sunset requires approval by the Executive Committee and shall cease at 10 PM.
 10. Anyone 17 years of age or under must be supervised by an adult at all times.
 11. Walking forward of the firing line unless a cease-fire has been declared is prohibited. If the upper trap range is in use, the upper trap house is designated as the upper range firing line for users of the main range. Handling of firearms is discouraged during a cease-fire or when people are forward of the firing line
 12. Eye and ear protection are mandatory within 10 yards of the firing line. It is encouraged within 30 yards of the firing line.
 13. Closed toed shoes are required on the firing line. Open toed shoes, flip-flops and/or sandals are a safety hazard on the firing line and shall not be allowed.
 14. Vehicles are not allowed on the range forward of the firing lines with these exceptions:
 - a. As required during organized events.
 - b. As required for range maintenance.
 - c. Those with physical challenges that receive written permission from the board.
 - d. As required for RSO inspection
 15. All references to RSO refer to a certified Range Safety Officer, approved by the board and on the RSO schedule.

Upper Trap House

The upper trap house is available for members and guest use during nonscheduled club functions. An RSO need not be present to use the upper trap house. Members must supply their own clay targets. On a scheduled open shooting day the RSO on the rifle range will coordinate a cease fire, with one or more ranges, so the rifle range may post their targets.

Rifle Range

The rifle range may only be used on scheduled open shooting days, with an RSO present or on club scheduled event days. The range is limited to yardage approved by the board at the discretion of the RSO, between the posted range flags. Only approved targets may be used. Target shall be directly in front of the shooter. When positioning a firearm start from the low ready position. Make every effort to ensure the muzzle is not elevated above the safety berm. Armor piercing and tracer ammunition is not allowed. Fully automatic firearms are not allowed. 50 BMG and similar calibers are not allowed.

The RSO will coordinate the cease fire with the trap houses and pistol range (pit). When all three ranges are in use, the minimum shooting period between cease fires called by the RSO shall be no less than 30 minutes.

Pistol Range (Pit)

Handguns chambered for straight wall pistol cases may be used on the pistol range. If magnum or bottle neck cartridges are used, the target must be a paper or cardboard target placed so that the round impacts the bank directly in back of the target. Use of the low ready position is encouraged. Make every effort to ensure the muzzle is not elevated above the safety berm. Handguns may be drawn from a holster in a safe manner. Cross-draw holsters are allowed. However, extreme care must be exercised when drawing a revolver from a cross-draw holster or returning the revolver to leather. The user must "twist" their body, if necessary, to ensure the muzzle never breaks the 180-degree safety rule during the process. Failure to ensure the muzzle is always down range is grounds for prohibiting the shooter from using the cross-draw holster. Multiple targets may be engaged if said targets are reasonably close together and in front of the shooter. Firing at a target at sharp angles across the range is not permitted. The determination of the RSO regarding target positioning and safety is final.

Archery

Do not intentionally shoot arrows into the ground; Only point bow at intended target; Never nock an arrow until the intended target is clear of other shooters; Stay on designated paths; Look for arrows only after competition is completed for the day; If returning to look for lost arrows place a marker or your equipment in front of the target; Draw weight should be such that shooters are able to draw and aim their bow with control and without undue physical discomfort. The above rules shall be observed by each member and their guests. Violations of these rules shall be reported to the Executive Committee and may result in suspension of Corporation privileges.