

WINONA SPORTSMEN'S CLUB - GUEST POLICY & WAIVER FORM

Winona Sportsmen's Club ("WSC") is a member only club. Members may bring Guests in order to introduce and encourage them to join the WSC membership. A Guest is permitted a maximum of two visits in a 12-month period during non-scheduled events. WSC Members may bring Guests but must be able to maintain a safe experience.

A "Guest" is defined as a person who is not a member of the WSC and who is also neither the spouse nor minor child (under 18 years of age) who lives in the household of a WSC member. Any child of a WSC member who is 18 years or older is considered a Guest unless they themselves are a member of the WSC. All Guests, without exception, will be required to complete the Waiver Form prior to starting any activity at the WSC.

- WSC Annual Members (Regular & Senior) that are of legal age are permitted to bring a maximum of two Guests per visit. One Guest for free, two Guests requires paying for one "Range Use" fee.
- WSC Life Members that are of legal age are permitted to bring a maximum of four Guests per visit without any Guest "Range Use" fees.
- Student Memberships DO NOT include Guest privileges to the WSC.

During any visit, Guests are the WSC member's responsibility. The WSC member must have signed and dated a WSC Waiver Form that is also signed by each Guest and placed in the mail slot with included "Range Use" fees at the WSC main building prior to starting any activity. Guests must abide by all the rules of the WSC as the member does. Member's Guest(s) shoot with the member and cannot shoot on a different range unless under the supervision of a Shoot Director, Range Safety Officer, or another WSC member. Guests arrive when the member arrives and they leave when the member leaves and are not allowed access to the WSC without the club member being present. Guests must have adequate eye and ear protection.

Policy Effective Date – May 1st, 2017

- ❖ ALL non-member Guests MUST be accompanied by a current Annual or Life member of WSC who is of legal age. Exceptions to this rule include events open to the public, i.e. Open Trap, Pistol League, Special Events, or pre-approval by the Board.
- ❖ Current "Range Use" fee is \$5.00 and requires signing the WSC Waiver Form.
- ❖ If a WSC Member's Guest is under 18 years of age the Waiver Form must be completed and signed by the Guests parent or legal guardian.
- ❖ **IMPORTANT** - The Member Guest and WSC Member must sign the WSC Waiver Form and place it in a payment envelope along with any required "Range Use" payment fee. Deposit this envelope in the WSC Guest Registration box, located in the door of the WSC Main Building, prior to starting any activity at the WSC.
- ❖ WSC Members are responsible for the actions of their Guests.
- ❖ A person may only be a Guest two times at the WSC in a 12-month period.
- ❖ The WSC Board has the right to enforce violations of this policy with a first time warning, and possible loss of membership with a second violation.

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WINONA SPORTSMEN'S CLUB

INDEMNIFICATION, HOLD HARMLESS, DEFENSE, WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT

In consideration of **Undersigned Guest** being granted entry to and/or use of "**Premises**" of **WINONA SPORTSMEN'S CLUB ("Club")** for whatever purpose, including, but not limited to, use of firearms and/or other weapons, (including but not limited to, compound bows, longbows, crossbows, and knives) by him/her and/or another, and with full knowledge that firearms and/or other weapons are discharged and used on **Club Premises**, the **Undersigned Guest** agrees as follows:

Undersigned Guest agrees to indemnify, hold harmless and defend **Club** from any and all fault, liabilities, costs, expenses, claims, demands and /or lawsuits arising out of, related to, or in any way connected with, any and all actual or alleged acts or omissions of **Undersigned Guest**, as well as of **ACTUAL OR ALLEGED ORDINARY NEGLIGENCE ON THE PART OF CLUB, ITS MEMBERS, EMPLOYEES, OFFICERS, DIRECTORS AND/OR AGENTS**, in the course of the presence of **Undersigned Guest** on and/or use of **Club's** range, buildings, facilities and land (together comprising "**Premises**") including but not limited to, use of firearms and/or other weapons by **Undersigned Guest**.

Undersigned further waives for himself/herself, any and all rights and claims for damages, loss, costs, demands and any other actions or claims whatsoever, which he/she may have or which may arise against **Club** (including, but not limited to, damage to property of **Undersigned Guest** and/or any and all illnesses, injuries, including mental and emotional distress and/or anguish, and other damages, including death, suffered by **Undersigned Guest**) which may in any way whatsoever arise out of, be related to, or be connected with, use of firearms and/or other weapons on **Club Premises** by **Undersigned Guest** and/or another.

Club shall not be liable for, and **Undersigned Guest** expressly releases **Club**, its members, employees, officers, directors and/or agents, from any and all such claims and liabilities of any kind, including, but not limited to, claims of **ACTUAL OR ALLEGED ORDINARY NEGLIGENCE ON THE PART OF CLUB, ITS MEMBERS, EMPLOYEES, OFFICERS, DIRECTORS AND/OR AGENTS**.

Undersigned Guest acknowledges and agrees that use of firearms and/or other weapons is an inherently dangerous activity. **Undersigned Guest** expressly assumes the risk of his/her presence on **Club Premises** where firearms and/or other weapons are used; and **Undersigned Guest** further expressly assumes the risk of discharging firearms and/or use of any weapons by himself/herself or whomever and the firing of live or blank ammunition and/or use of any weapons by himself/herself and/or another.

Undersigned Guest expressly agrees that this agreement by him/her is intended to be so broad and inclusive as permitted by law and that if any part of this agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired. No remedy conferred by any of the specific provisions of this agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder by **Club** shall not constitute any waiver of the right of **Club** to pursue other available remedies. This agreement binds **Undersigned Guest** and his/her heirs, next of kin, assignees, personal representatives, administrators and executors.

Undersigned Guest acknowledges and agrees that he/she has read this agreement and understands its terms and is executing this agreement voluntarily, that he/she is required to read and understand, and further covenants that he/she in fact have read and understood, all range and other rules, regulations and procedures established by **Club** prior to entry upon **Club Premises**, and that he she will at all times abide by the same.

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SIGNATURE OF CLUB MEMBER SPONSOR / SIGNATURE OF GUEST or PARENT - LEGAL GUARDIAN

_____ / _____

PRINTED NAME OF CLUB MEMBER SPONSOR / PRINTED NAME OF GUEST

_____ / _____

RANGE FEE AMOUNT INCLUDED IF GUESTS > 1 / DATE: YYYY/MM/DD

\$ _____ / Date: _____ / _____ / _____