

Pinetucky Gun Club

INDIVIDUAL & FAMILY MEMBERSHIP MEMBERSHIP APPLICATION AND AGREEMENT

The undersigned hereby applies to become a Member of Pinetucky Gun Club and provides the following information as part of his or her application for membership:

Primary Member _____ DOB ____/____/____
First Name Last Name

Home Address _____
Number and Street City State Zip

Mailing Address (if different) _____
Number and Street City State Zip

Home Phone _____ Work Phone _____ Cell Phone _____

Place of Employment _____ EMAIL _____

FAMILY MEMBERS

Name _____	Email Address _____	Date of Birth ____/____/____
Name _____	Email Address _____	Date of Birth ____/____/____
Name _____	Email Address _____	Date of Birth ____/____/____
Name _____	Email Address _____	Date of Birth ____/____/____

EMERGENCY CONTACTS

First Name _____	Last Name _____	Relationship _____
Daytime Phone _____	Evening Phone _____	
First Name _____	Last Name _____	Relationship _____
Daytime Phone _____	Evening Phone _____	

Are you a United States citizen? Yes No Have you ever been convicted of a felony? Yes No

Do you have a Georgia Concealed Carry Permit? Yes No

Have you ever been in the military or law enforcement? Yes No If yes: Branch/PD _____ Date _____

Are you retired from law enforcement or the military? Yes No If yes: Branch/PD _____ Date retired _____

How did you hear about us? Newspaper Radio Drive By/Signage Mail/Flyer Internet search Website Referral

Which of the following products/services interests you: Handguns Rifles Shotguns Training/Instruction Class III Competition

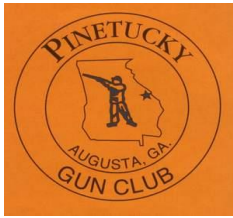
Have you completed any NRA instructional programs? Yes No If yes, which ones? _____

MEMBERSHIP \$280 Per year	Pro Rated Amount _____
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ACCEPTANCE AND AGREEMENT

By executing this Membership Application below, the undersigned acknowledges receipt of the attached Terms and Conditions of Membership. If accepted for membership, the undersigned agrees to be fully bound by the terms thereof, as amended from time to time by PGC. The undersigned acknowledges and agrees that PGC reserves the right to change the Terms and Conditions of Membership and all benefits and amenities associated therewith at any time. The undersigned hereby authorizes the disclosure and release of information to PGC for the purpose of investigating the undersigned's qualifications for membership and agrees that any third party may rely on this release. In the event of a breach of the Terms and Conditions of Membership by the undersigned, his or her guests, or his or her family members, the Membership may be terminated by PGC, and the Membership Fee and any dues shall not be refunded. The Membership may be cancelled by the undersigned at any time upon at least 30 days written notice. **THE UNDERSIGNED AGREES TO RELEASE AND INDEMNIFY PGC AS SET FORTH IN THE TERMS AND CONDITION OF MEMBERSHIP.**

_____/_____/_____
Primary Member Date



Pinetucky Gun Club

TERMS AND CONDITIONS OF MEMBERSHIP

The following Terms and Conditions shall apply to all Memberships issued by Pinetucky Gun Club ("PGC). Any reference to "you" or "your" shall refer to the Primary Member identified on the Membership Application and Agreement (the "Application") for such Membership. Any reference to "family members" shall mean the Primary Member's immediate family members entitled to membership benefits under Membership, as set forth herein. Any reference to "Members" shall mean the Primary Member and any of his or her family members 18 years of age or younger entitled to membership benefits under the Membership.

- MEMBERSHIP REQUIREMENTS.** No Application for membership shall be effective until: (a) the Application is completed and signed by the Primary Member and submitted to PGC with the required Membership Fee, (b) the first years dues are paid in full, (c) the Primary Member (and each family member 18 years of age or younger desiring Club privileges) provides a signed copy of the Terms and Conditions from PGC (e) the Application is approved and accepted by PBR. Access to the Range after normal business hours will only be available to Members who have successfully completed the NRA First Steps Pistol course taught by PGC's NRA certified instructors. The tuition for the NRA First Steps Pistol course is waived for Club Members. PGC reserves the right to approve or reject any Membership Application.
- MEMBER'S RIGHT TO CANCEL.** You may cancel the Membership at any time by sending written notice to PGC as provided herein. If the notice is received on or before the 15th day of any month, the cancellation shall be effective as of the last day of such month. If the notice is received after the 15th day of any month, the cancellation shall be effective on the last day of the next month. The Membership Fee and any prepaid dues shall be earned in full upon receipt and shall be non-refundable in the event of your cancellation of the Membership or termination of the Membership by PGC for any reason.
- PGC'S RIGHT TO TERMINATE.** PGC may terminate your Membership at any time for failure to pay the applicable Membership dues or following any breach or violation of these Terms and Conditions or other Rules of the Club by you or any of your family members or guests, or for any conduct which, in the opinion of management of PGC in its sole discretion, is prejudicial to the welfare, good order, and character of the Club, by sending written notice to you.
- CHANGES IN THE TERMS AND CONDITIONS OF MEMBERSHIP.** PGC reserves the right, in its sole discretion, to discontinue operation of the Club or to modify these Terms and Conditions of Membership, to sell, lease or otherwise dispose of the Club facilities 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, to limit use of the Club facilities, to convert the Club into a member-owned club, and to make any changes to the Membership benefits at any time. Such changes shall be effective on the date such revised Terms and Conditions of Membership are posted to the PBR web-site or as otherwise communicated to the Members. Any such changes shall be binding on you on the effective date of the change.
- CHANGES IN THE MEMBERSHIP BENEFITS.** PGC reserves the right to add, eliminate or change any published Membership benefit or amenity at any time and from time to time, in its sole discretion. The Membership benefits at any time shall be as posted on PGC's web-site or as otherwise communicated to the Members. Such changes shall be effective on the date such revised Membership benefits are posted to the web-site or communicated to the Members.
- FAMILY MEMBERSHIPS.** A Family Membership shall grant membership privileges to the Primary Member identified on the Application and his or her spouse and unmarried children under the age of 18 living in the Primary Member's home or attending school on a full time basis. A Parent/Guardian Release of Liability must be signed and on file with PGC for children under 18 years of age prior to their use of the Range. Any child between the ages of 8 and 12 may shoot in the Range, provided that the Primary Member or his or her spouse stays at the shooting range with the child at all times. PGC reserves the right, from time to time, to limit the use of the Range by children under the age of 18 during peak periods of Range use.
- PAYMENT OF DUES; OTHER CHARGES.** Yearly dues shall be due and payable on the last day of January each year.
- LATE CHARGES.** It is your responsibility to ensure that the payment is made in a timely manner. 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, PGC reserves the right to immediately limit or terminate any or all Membership privileges on any delinquent Memberships.
- CLUB AND RANGE RULES.** PGC may establish rules, regulations and policies concerning the operation of the Club and Range (the "Rules") from time to time. The Rules and all changes thereto shall be provided to the Members and shall be posted on the web-site. You acknowledge and agree to follow the Rules at all times, and to insure that your guests and family members follow such rules. Any violation of the Rules by you or your guests or family members shall be grounds for immediate suspension or termination of all of a portion of your Membership privileges.
- GUEST POLICY.** Any person(s) other than PGC member and listed family members, accompanying a Member at the Range shall be considered a guest. You may bring guests to the Range provided you sign them into the Guest Register maintained in the Club House. Only Guests who have completed the Range Orientation and signed the Range Waiver Form are permitted to use the Range at the time of their visit. All guest charges shall be paid upon check-in, or in the event of an after-hours guest, by the next Range business day. You are responsible for supervising your guests at all times they are on the PGC premises, and for any damages to the premises or Range caused by your guests.
- USE OF CLUB FACILITIES.** PGC agrees to provide access to the Range during the normal business hours of the Range and after normal business hours under the Club's **Member Only** program, subject to the provisions hereof and any Rules now in force or hereafter promulgated by PGC management. You acknowledge and agree that the Range is not provided for the exclusive use of the Club Members and their guests. From time to time, PGC may host internal Club events, manufacturer promotions, private rentals, marketing and other events in the Club House and Range during and after normal business hours of the Range. All such events and any scheduled maintenance requiring closure of the Club House or Range shall be communicated to the Members in advance by posting on the club's website.
- LIABILITY AND WAIVER OF LIABILITY.** The Primary Member shall be financially responsible and liable for any property damage resulting from the acts or omissions of such Member, their family or guests on the PGC premises, including damage resulting from shooting the target carrier (intentionally or unintentionally) or damage to any furniture or furnishings in the Club House. You are fully responsible for the loss or theft of, or damage to, any firearms or other

personal property you bring to the Club House or Range, or store in a locker in the Club House, or leave in your automobile on the PGC premises. You hereby release and hold harmless PGC and each of their respective members, managers, officers, employees, and agents, from and against any claim arising out of or relating to the loss or theft of, or damage to, any such property and any claim for bodily injury arising out of the use of the Premises by you, your family members and guests. In no event will any PGC Affiliates have liability for any indirect, incidental, special, consequential or punitive damage, even if advised of the possibility of such damages.

13. INDEMNITY. By execution of the Application and use of PGC facilities, you agree to defend, indemnify and hold harmless the PGC Affiliates from and against any claims, lawsuits, damages, liabilities, expenses or costs the PGC Affiliates may incur, including attorneys fees of counsel acceptable to PGC ("Claims and Damages"), arising out of or resulting from the acts or omissions of you, your family members or guests. Moreover, you agree to defend, indemnify and hold harmless the PGC Affiliates from and against any Claims and Damages arising out of or resulting from claims asserted against PGC Affiliates by your family members and/or guests.
14. ASSUMPTION OF THE RISK. You acknowledge and agree that the range operated by PGC involves the use and discharge by you and others of pistols, rifles, shotguns, machineguns and other weapons, which are potentially dangerous activities. You acknowledge and agree that those activities involve certain risks and exposure to bodily injury or death, which risks and exposure you voluntarily assume by becoming a Member of PGC and using its facilities. In consideration of the use of PGC facilities by you, your family members and guests, you hereby accept and assume full responsibility for any and all injuries, losses or damages sustained or incurred by you, your family or guests resulting from or arising out of any activity or event occurring on the PGC premises, and release in full and forever discharge the PGC Affiliates, whether acting officially or otherwise, on behalf of yourself, your family members, your guests, your heirs, executors, administrators and personal representatives, from and against any and all claims, demands, or causes of action for any injury, death, property damage, loss, claim, or liability resulting from or arising out of any activity or event occurring on the PGC premises.
15. COMMUNICATION AND NOTICES. All communications between you and PGC shall be by e-mail, US Mail or personal delivery. It is the responsibility of the Member to keep PGC updated on current addresses and email.
16. MISCELLANEOUS.
 - a. The types of membership's available, applicable fees, suspension or expulsion of Members and all other matters affecting or relating to the Members or the Membership shall be at the sole discretion and control of PGC.
 - b. It is the policy of PGC to accept applications for Membership from any individual, couple, facility or business that meets the requirements established from time to time by PGC, without regard to race, color, creed, gender, religion or national origin, nor shall such matters ever be made a condition of Membership.
 - c. The Membership is personal to the Primary Member and may not be transferred or assigned at any time to any other person. In the event of the death of the Primary Member, the surviving spouse of such Member, if any, may continue as the Primary Member for the Membership without paying any additional Membership Fee. In the event the deceased Member is not survived by a spouse or the spouse does not desire to continue the Membership, it shall be terminated. In the event the Primary Member becomes legally separated or divorced, ownership of the Membership shall continue with the Primary Member unless and until the Membership is awarded to the spouse by written agreement or final divorce decree, and PGC is given written notice thereof.
 - d. You acknowledge that there have been no promises, warranties or representations, express or implied, pertaining directly or indirectly to the Membership which are not contained herein, in the Application or on the PGC web-site.
 - e. In any dispute relating to non-payment of dues or charges for damage to the premises or personal property by you, your family or guests, you shall be responsible for any attorneys' fees' and/or costs incurred by PGC in enforcing its rights under these Terms and Conditions.
 - f. Any waiver by PGC of any right or obligation hereunder shall be deemed a continuing waiver and no failure by PGC to exercise, in whole or in part, any rights provided to PGC hereunder shall prevent the later exercise of such right or any other right. No waiver by PGC shall be effective unless such waiver is in writing and signed by PGC.
 - g. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remaining terms or provisions hereof, which remaining terms and provisions shall remain unmodified and in full force and effect.
 - h. The rights and obligations of the parties arising out of the Membership, including the terms and conditions set forth herein, as amended from time to time, shall be governed by the laws of the State of Georgia.

Member

Date