

## **WAIVER AND RELEASE OF LIABILITY AGREEMENT**

As a condition to engaging in any activity at First Strike Shooting Range, the undersigned ("Visitor") hereby agrees to following terms of this Waiver and Release of Liability Agreement ("Agreement"):

1. **VISITOR RESPONSIBILITIES:** Visitor is fully responsible for Visitor's personal property and vehicles. In no case will First Strike Shooting Range be responsible for theft, loss or the safety of or damage to any of Visitor's or Visitor's guest's property.

2. **EYE AND EAR PROTECTION:** Eye and ear protection is required at all times. If Visitor does not have Visitor's own eye and ear protection, Visitor may purchase eye and ear protection. First Strike Shooting Range does not provide free eye and ear protection.

3. **RIGHT OF REVOCATION:** If Visitor fails to obey range officer instructions, range rules, basic firearm safety rules, First Strike Shooting Range policies, or any other term of this Agreement, Visitor will be subject to expulsion from the range, suspension, or revocation of Visitor's membership, if any, or range usage rights. There will be no refund of any monies, membership dues or administration fees paid if Visitor is required to leave First Strike Shooting Range, the premises, or any membership is suspended or revoked as noted herein.

4. **RANGE CLOSURE:** First Strike Shooting Range may from time to time conduct special events and other training classes and is required from time to time to maintain the range and its equipment. Accordingly, First Strike Shooting Range reserves the right from time to time to close the range as deemed necessary. Efforts will be made to post closures in-store, on the website and social media.

5. **PROHIBITED GUESTS AND RULES:** Persons who are forbidden by law from possession of firearms are not permitted to utilize the First Strike Shooting Range facilities. By signing this Agreement, Visitor is expressly representing that Visitor is not prohibited by law or any court order from possessing a firearm, Visitor is not under a domestic violence restraining order or injunction and that Visitor is mentally fit to engage in the use of firearms. Visitor will not be permitted to enter the premises if Visitor is under or appears to be under the influence of alcohol or drugs. Anyone who appears to be under the influence of alcohol or drugs or emotionally unstable, shall be denied access to the premises.

6. **FIREARM RENTAL:** Anyone desiring to rent firearms from First Strike Shooting Range may be required to be accompanied by a range officer when shooting.

7. **LOADED FIREARMS:** No loaded firearms are to be left unattended for any reason except to seek assistance for a malfunction or safety question, No firearms are allowed inside the retail store, restrooms, or in any parking area, unless they are secured in a carrying case or holster worn on the body. If movement from one range lane to another is required, all firearms must be unloaded and cased or holstered until arrival at the next range lane. All long guns must be cased and unloaded prior to entering and exiting the shooting range and shooting booth. All handling, casing/uncasing of firearms should only occur in the booth.

8. **DAMAGE TO RANGE PROPERTY:** Any damage to any First Strike Shooting Range property is Visitor's sole financial responsibility, which will be repaired or replaced at First Strike Shooting Range's discretion. Visitor is required to report any damage or destruction of any First Strike Shooting Range property. Visitor will be charged \$20 for each hit to a target carrier and

Visitor hereby consents to First Strike Shooting Range charging Visitor's credit/debit card or bank account for the cost of any repair or replacement to First Strike Shooting Range's property caused by Visitor.

9. CAMERAS: First Strike Shooting Range operates a monitoring security system which incorporates the use of cameras and surveillance equipment. While visiting First Strike Shooting Range, Visitor hereby consents to be videotaped and recorded. These photographs and images may be used for promotional purposes by First Strike Shooting Range and Visitor hereby releases his/her likeness to be used by First Strike Shooting Range without further consent or compensation.

10. ASSUMPTION OF RISK, INDEMNITY AND LIABILITY WAIVER. Visitor hereby represents, warrants, and agrees that:

(A) Visitor acknowledges that the sport of firearms shooting may result in injury, life threatening or life altering changes or death if Visitor participates in this sport. Visitor is voluntarily participating in the activities conducted at First Strike Shooting Range and Visitor signs this Agreement as acceptance of these risks. Visitor is aware that in addition to the usual dangers and risks inherent in the sport of firearms shooting, certain additional dangers and risks are present, including, but not limited to ricochets from bullets and fragments, accidental discharge of firearms by others and hearing and eyesight injuries from failing to use proper eyesight and hearing protection or other unknown unforeseen risks. Visitor acknowledges that it can choose not to sign this Agreement and choose not to participate in the activities. Visitor agrees that Visitor freely accepts and fully assumes all such dangers and risks and the possibility of personal injury, death, property damage or loss resulting therefrom. Visitor understands there are risks associated with these activities, and Visitor assumes the risk of any injuries that Visitor, Visitor's child, or Visitor's ward may sustain during any of these activities.

(B) Visitor agrees to immediately comply with all range master instructions and Visitor will be responsible for any injury, damage (whether to persons or property) or death due to Visitor's actions (whether intentional, unintentional, willful or negligent) or participation in the activities at First Strike Shooting Range.

(C) VISITOR, ON BEHALF OF VISITOR'S SELF, AGENTS, ASSIGNS, HEIRS, SURVIVORS, EXECUTORS OR ADMINISTRATORS, HEREBY AND FOREVER RELEASES AND DISCHARGES FIRST STRIKE SHOOTING RANGE AND PERSONAL PROTECTION, LLC, THEIR MEMBERS, GUESTS, EMPLOYEES, VOLUNTEERS, AGENTS, OFFICERS, DIRECTORS AND ASSIGNS FROM ALL LIABILITIES, CLAIMS, DEMANDS OR CAUSES OF ACTION THAT VISITOR MAY HEREAFTER HAVE FOR INJURIES AND DAMAGES ARISING OUT OF VISITOR'S USE OF FIRST STRIKE SHOOTING RANGE OR MY PRESENCE AT FIRST STRIKE SHOOTING RANGE, INCLUDING, BUT NOT LIMITED TO LOSSES CAUSED BY (1) THE NEGLIGENCE OF FIRST STRIKE SHOOTING RANGE AND/OR ITS EMPLOYEES, MEMBERS, VOLUNTEERS OR AGENTS; (2) RICOCHETS OR BULLETS OR FRAGMENTS;(3) THE ACTS OR OMISSIONS OF THIRD PARTIES, OR (4) HIDDEN, LATENT OR OBVIOUS DEFECTS OF FIRST STRIKE SHOOTING RANGE AND PREMISES, INCLUDING, BUT NOT LIMITED TO THE BULLET TRAPS AND ASSOCIATED COMPONENT PARTS OF THE RANGE. VISITOR AGREES TO INDEMNIFY, DEFEND, HOLD HARMLESS AND RELEASE FIRST STRIKE SHOOTING

RANGE AND PERSONAL PROTECTION, LLC, THEIR MEMBERS, GUESTS, EMPLOYEES, VOLUNTEERS, AGENTS, OFFICERS, DIRECTORS AND ASSIGNS FROM ANY AND ALL LAWSUITS, DAMAGES, CLAIMS, JUDGMENTS, LOSSES, LIABILITY OR EXPENSES ARISING OUT OF (1) THE DEATH OR PERSONAL INJURY OR PROPERTY DAMAGE TO VISITOR, VISITOR'S CHILD, OR VISITOR'S WARD WHICH MAY BE SUSTAINED WHILE USING PROPERTY OR EQUIPMENT OWNED BY OR UNDER THE CONTROL OF FIRST STRIKE SHOOTING RANGE AND PERSONAL PROTECTION, LLC, OR WHILE PARTICIPATING IN ANY ACTIVITY SPONSORED BY FIRST STRIKE SHOOTING RANGE AND/OR PERSONAL PROTECTION, LLC OR (2) ANY DEATH OR INJURY WHICH RESULTS OR INCREASES BY ANY ACTION TAKEN TO MEDICALLY TREAT VISITOR, VISITOR'S CHILD, OR VISITOR'S WARD. ALL OF THE TERMS ABOVE SHALL APPLY WHETHER OR NOT CAUSED BY THE ALLEGED NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, OR ANY ACTS OR OMISSIONS OF FIRST STRIKE SHOOTING RANGE AND/OR PERSONAL PROTECTION, LLC, THEIR MEMBERS, GUESTS, EMPLOYEES, VOLUNTEERS, AGENTS, OFFICERS, DIRECTORS AND ASSIGNS.

AGREED TO AND APPROVED BY:

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

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

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

## **RANGE RULES**

The undersigned ("Visitor") hereby acknowledges that Visitor is familiar with the basic rules of firearm safety and that those basic rules have been explained to Visitor. Visitor agrees to follow all of the basic rules of firearm safety during Visitor's visit to First Strike Shooting Range and during the use of its range and facilities. The safe use of firearms requires that Visitor understands and agrees to the following:

**ALL FIREARMS ARE TO BE UNCASED AND KEPT IN THE BOOTH EVEN IF UNLOADED.  
NEVER MOVE GUNS FROM BOOTH TO TABLES OR TABLES TO BOOTH.**

### **NO FOOD OR DRINK ON RANGE**

- VISITOR WILL ALWAYS KEEP THE FIREARM POINTED IN A SAFE DIRECTION
- VISITOR WILL KEEP FINGER OFF TRIGGER TILL READY TO SHOOT
- VISITOR WILL ALWAYS WEAR APPROPRIATE EYE AND HEARING PROTECTION.
- VISITOR WILL NOT MOVE GUNS BETWEEN LANES
- VISITOR WILL FOLLOW THE INSTRUCTIONS OF THE RANGE EMPLOYEES.
- VISITOR AGREES THAT EMPLOYEES MAY INSPECT VISITOR'S FIREARMS AND AMMUNITION AT ANYTIME DURING THE VISIT TO FIRST STRIKE SHOOTING RANGE AND THAT FIRST STRIKE SHOOTING RANGE HAS THE RIGHT TO PROHIBIT ITS USE AT THE RANGE.
- UNLESS BEING TRAINED BY FIRST STRIKE SHOOTING RANGE PERSONNEL OR PRE-QUALIFIED BY FIRST STRIKE SHOOTING RANGE, DRAWING FROM A HOLSTER IS PROHIBITED.
- ONLY AMMUNITION PURCHASED AT FIRST STRIKE SHOOTING RANGE MAY BE USED IN RENTED FIREARMS.
- THE FOLLOWING AMMUNITION IS NOT ALLOWED TO BE SHOT ON THE RANGE: BIRD SHOT (00 BUCK SHOT AND SLUGS OK), ANYTHING LARGER THAN 308, TRACER, INCENDIARY OR GREEN-TIP (STEEL-CORE) OR STEEL CASED AMMUNITION.
- ALL MINORS MUST BE ACCOMPANIED BY PARENT/GUARDIAN.

BY SIGNING BELOW, THE VISITOR ACKNOWLEDGES THAT IT HAS READ THE RANGE RULES, FULLY UNDERSTANDS THE RANGE RULES, AND AGREES TO THE RANGE RULES.

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

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

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