

Liability Waiver/Range Rules

Welcome to Alex Tactical Shooting Range!

This Agreement is between:

Alex Tactical Shooting Range and (PRINT Full Name CLEARLY) _____.
Initialing the boxes and your signature at the end of this Agreement indicate that you have read the Agreement terms and agree to them, you understand the contents of the Agreement; that you have asked questions about any term of this Agreement that you may not understand and that you are agreeing to be legally bound by all terms and conditions set forth in this Agreement.

- (1) **YOUR RESPONSIBILITIES:** You are fully responsible for the actions of your guests and family members and are fully responsible for your personal property and vehicles. In no case will Alex Tactical Shooting Range be responsible for theft, loss or the safety of or damage to any of yours or your guest's property.
- (2) **EYE AND EAR PROTECTION:** Eye and ear protection is required at all times by you and your guests while in the range. If you do not own eye and ear protection, you may request eye and ear protection from Alex Tactical Shooting Range. Alex Tactical Shooting Range does provide free eye and ear protection for the range use only.
- (3) **RIGHT OF REVOCATION:** If you or your, guest or other persons fails to obey range officer instructions, range rules, basic firearm safety rules, Alex Tactical Shooting Range policies, or any other term of this Agreement, you will be subject to expulsion from the range, suspension or revocation of your or range usage rights. There will be no refund of any monies, administration fees paid if any person is required to leave the property or any course is suspended or revoked as noted herein.
- (4) **RANGE CLOSURE:** Alex Tactical Shooting Range may from time to time conduct NRA courses, military, special events and other training classes and is required from time to time to maintain the range and its equipment. Accordingly, Alex Tactical Shooting Range reserves the right from time to time to close the range as deemed necessary.
- (5) **PROHIBITED GUESTS AND RULES:** Persons who are forbidden by law from possession of firearms are not permitted to utilize the Alex Tactical Shooting Range facilities and will be removed from the premises. By signing this Agreement, you are expressly representing that you are not prohibited by law or any court order from possessing a firearm, you are not under a domestic violence restraining order or injunction and that you are mentally fit to engage in the use of firearms. You will not be permitted to enter the premises if you are under or appear to be under the influence of alcohol or drugs.
- (6) **YOU AFFIRM THAT THE CONSUMPTION:** of drugs or alcoholic beverages is expressly prohibited at Alex Tactical Shooting Range, and that any person(s) who appear to be under the influence of alcohol, drugs or emotionally unstable, shall be denied access to the premises. Individuals desiring to rent firearms from Alex Tactical Shooting Range, without their own firearm may be re-quired to be accompanied by a friend or range officer when shooting.
- (7) **DAMAGE TO RANGE PROPERTY:** Any intentional or unintentional damage to any Alex Tactical Shooting Range property is your sole financial responsibility, which will be repaired or replaced at Alex Tactical Shooting Range's discretion. You will not intentionally shoot at cameras or other range equipment not intended to be shot at. You are required to report any damage or destruction of any Alex Tactical Shooting Range property. You will be charged \$20 for each hit to a target carrier. You are fully responsible for the actions of your guests and family members.
You consent to Alex Tactical Shooting Range charging your credit/debit card or bank account for the cost of any repair or replacement to Alex Tactical Shooting Range property caused by you, your family members or guests.
- (8) **LOADED FIREARMS:** No loaded firearms are to be left unattended for any reason. No loaded handguns are allowed inside the classroom, 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.
- (9) **CAMERAS:** Alex Tactical Shooting Range operates a state of the art monitoring security system which incorporates the use of high definition cameras and hidden surveillance equipment. Your presence at Alex Tactical Shooting Range and execution of this Agreement indicates your consent to be videotaped and recorded while at Alex Tactical Shooting Range. These photographs and images may be used for promotional purposes by Alex Tactical Shooting Range and Member releases his/her likeness to be used by Alex Tactical Shooting Range without further consent or compensation.
- (10) **ASSUMPTION OF RISK, INDEMNITY AND LIABILITY WAIVER.** You hereby represent, warrant and agree that:
- (11) **You acknowledge** that the sport of firearms shooting can result in injury, life threatening or life altering changes or death if you participate in this sport. You are voluntarily participating in the activities conducted at the Alex Tactical Shooting Range facility, and you sign your name below as acceptance of these risks. You are 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 myself or others and hearing and eyesight injuries from failing to use proper eyesight and hearing protection or other unknown unforeseen risks. You can choose not to sign this Agreement and choose not to participate in the activities.
- (12) **You agree** that you freely accept and fully assume all such dangers and risks and the possibility of personal injury, death, property damage or loss resulting therefrom. You understand there are risks associated with these activities, and you assume the risk of any injuries that You or your child ward may sustain during any of these activities.
- (B) You will immediately** comply with all range master instructions and will be responsible for any injury, damage (whether to persons or property) or death due to your actions (whether intentional, unintentional, willful or negligent) or participation in the activities at Alex Tactical Shooting Range and its range.



I, ON BEHALF OF MYSELF, AGENTS, ASSIGNS, HEIRS, SURVIVORS, EXECUTORS OR ADMINISTRATORS, HEREBY AND FOR EVER RELEASE AND DISCHARGE Alex Tactical SHOOTING RANGE, ITS MEMBERS, GUESTS, EMPLOYEES, VOLUNTEERS, AGENTS, OFFICERS, DIRECTORS AND ASSIGNS FROM ALL LIABILITIES, CLAIMS, DEMANDS OR CAUSES OF ACTION THAT I MAY HERE- AFTER HAVE FOR INJURIES AND DAMAGES ARISING OUT OF MY USE OF THE RANGE OR MY PRESENCE AT THE RANGE, INCLUDING, BUT NOT LIMITED TO LOSSES CAUSED BY (1) THE NEGLIGENCE OF Alex Tactical SHOOTING RANGE AND/OR ITS EMPLOYEES, MEMBERS, VOLUNTEERS OR AGENTS; OR (2) RICOCHETS OR BULLETS OR FRAG-MENTS; OR (3) THE ACTS OR OMISSIONS OF THIRD PARTIES, OR (4) HIDDEN, LATENT OR OBVIOUS DEFECTS OF THE RANGE FACILITIES, INCLUDING, BUT NOT LIMITED TO THE BULLET TRAPS AND ASSOCIATED COMPONENT PARTS OF THE RANGE. I AGREE TO NOT TO SUE, I AGREE TO AND HEREBY DO WAIVE THE RIGHT TO TRIAL BY JURY AND AGREE TO INDEMNIFY, DEFEND, HOLD HARMLESS AND RELEASE Alex Tactical SHOOTING RANGE, ITS ELECTED AND APPOINTED OFFICERS, AGENTS, EMPLOYEES, MEMBERS, GUESTS AND VOLUNTEERS 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 MYSELF OR MY CHILD WHICH MAY BE SUSTAINED WHILE USING PROPERTY OR EQUIPMENT OWNED BY OR UNDER THE CONTROL OF Alex Tactical SHOOTING RANGE, OR WHILE PARTICIPATING IN ANY ACTIVITY SPONSORED BY Alex Tactical SHOOTING RANGE, OR (2) ANY DEATH OR INJURY WHICH RESULTS OR INCREASES BY ANY ACTION TAKEN TO MEDICALLY TREAT ME OR MY CHILD. 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 Alex Tactical SHOOTING RANGE, OR ANY OF ITS MEMBERS, EMPLOYEES, OFFICERS, AGENTS, OR VOLUNTEERS.

Check if you agree:

Signature: _____

RANGE RULES:

I acknowledge that I am familiar with the basic rules of firearm safety and that those basic rules have been explained to me.
I agree to follow all of the basic rules of firearm safety during my visit to Alex Tactical Shooting Range and during the use of its range and facilities.
The safe use of firearms requires that I understand and agree to the following:

I WILL TREAT EVERY FIREARM AS IF IT WERE LOADED

I WILL ALWAYS KEEP THE FIREARM POINTED IN A SAFE DIRECTION AND NEVER AT OTHERS

I WILL NOT PLACE MY FINGER ON THE TRIGGER OR IN THE TRIGGER GUARD UNLESS AND UNTIL I AM READY TO FIRE

I WILL ALWAYS WEAR APPROPRIATE EYESIGHT AND HEARING PROTECTION

I WILL NEVER PASS THE FIREARM TO ANYONE WITHOUT OPENING AND KEEPING THE CYLINDER OR ACTION OPEN TO VERIFY THAT IT IS UNLOADED

I WILL ALWAYS FOLLOW THE INSTRUCTIONS OF THE RANGE MASTER.

I AGREE THAT THE RANGE MASTER MAY INSPECT MY FIREARMS AND AMMUNITION AT ANYTIME DURING MY VISIT TO ALEX TACTICAL SHOOTING RANGE AND HAS THE RIGHT TO PROHIBIT ITS USE AT THE RANGE UNLESS BEING TRAINED BY Alex Tactical SHOOTING RANGE PERSONNEL OR PRE-QUALIFIED BY Alex Tactical SHOOTING RANGE. QUICK DRAW SHOOTING FROM A HOLSTER IS ALLOW.

THE FOLLOWING AMMUNITION IS NOT ALLOWED TO BE SHOT ON THE RANGE: BLACK POWDER, BIRD SHOT (00 BUCK SHOT AND SLUGS OK), .50BMG, .338 LAPUA, TRACER, INCENDIARY OR GREEN-TIP (STEEL-CORE) AMMUNITION.

I HAVE READ THIS ASSUMPTION OF RISK, INDEMNITY AND LIABILITY WAIVER AND RANGE RULES AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO SUE AND A TRIAL BY JURY, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY IN-DUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AND ASSUMPTION OF THE RISK TO THE GREATEST EXTENT ALLOWED BY LAW.

IF THE PARTICIPANT IS A MINOR, THE UNDERSIGNED OR LEGAL GUARDIAN WARRANTS AND REPRESENTS THAT THIS RELEASE, THE ASSUMPTION OF RISK AND ITS SIGNIFICANCE HAS BEEN EXPLAINED AND UNDERSTOOD AND I HEREBY DECLARE, UNDER PENALTY OF PERJURY THAT I AM THE LEGAL GUARDIAN OF ANY MINOR PARTICIPANT. IF ANY PROVISION OR TERM OF THIS AGREEMENT IS HELD TO BE INVALID, VOID OR UN-ENFORCEABLE, THE REMAINDER OF THE PROVISION SHALL REMAIN IN FULL FORCE AND EFFECT AND SHALL IN NO WAY BE AFFECTED, IMPAIRED OR INVALIDATED.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the day and year below.

Check if you agree: Signature: _____ Phone Number: _____ Date: _____

Alex Tactical Shooting Range

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