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Briar Rabbit Shooting Sports Membership Application

Date: _____

_____ Individual \$125 _____ Family \$175 All fees must accompany this application.

Name: _____

Spouse: _____

Children 18 and under: _____

Street Address: _____ City: _____

State: _____ Zip: _____ Phone: _____

Email: _____

Membership Agreement for Briar Rabbit Shooting Sports (BRSS)

By my signature I/we hereby certify that I/we:

Have read the range rules and regulations, understand them fully and agree to abide by them. I/we agree that we are responsible for any family members or guests that I/we may bring to the range. I/we agree that I/we will not sell, leave, loan or give our membership to any other person or persons. I/we agree that any repeat violation of any rule may be grounds for immediate revocation of all range privileges and membership card and no refunds will be given. I/we recognize that I/we (and our guests) am personally responsible for practicing safe firearm procedures at all times "Safety First". I/we do hereby release and discharge, and agree to hold harmless any of the officers of BRSS (and/or persons designated by BRSS to conduct certifications etc.) from all rights, claims, causes of actions, damages, judgments, and demands whatsoever, which against such person(s), I, my heirs, executors, director(s) and assignees may now or in the future have by reason or as a result of, such directors or other designated person having conducted or participated in, with me or any other person, on any such range certification or event. This release and indemnification may not be charged orally. Additionally, I/we agree to release, hold harmless and indemnify BRSS and their employees personally and in their official capacities from any and all liability, claims, actions, suits, losses and costs or related causes of action for damages arising in any way from my participation and actions at BRSS. I/we assume all of the risks to me and/or to my personal property. I/we recognize that engaging in any high-risk training and shooting activity has a potential for bodily injury, serious physical harm or death. More particularly, injury or serious physical harm could result from slips and falls, accidental firearms discharge, ammunition, ricochet and splatter, weapon malfunction, insect bites and stings, electric shock, and strenuous physical exertion. I/we have carefully read this participation and waiver and I fully understand the effects of this release. No threats, promises, inducements or any other agreements have been made between BRSS and myself/us. This waiver contains the entire agreement between BRSS and me.

Signature: _____ Date: _____

Signature: _____ Date: _____

BRIAR RABBIT LLC DBA BRIAR RABBIT SHOOTING SPORTS

RANGE RULES and REGULATIONS

1. All members and guests must sign a range log each time they visit the range. Also, please show your membership card when signing in.
2. Anyone under the age of 18 must be accompanied by a parent or guardian.
3. Eye & ear protection must be worn at all times while on the range.
4. No one being or suspected of being under the influence of alcohol and/or drugs will be allowed on the range.
5. Inexperienced shooters should be accompanied by an experienced shooter.
6. Always keep firearms pointed down range and unloaded until ready to use.
7. Do not lay a firearm down unless it is unloaded.
8. Do not hand a loaded firearm to another person.
9. Shoot at designated targets only.
10. Use of armor piercing or similar type ammo is PROHIBITED.
11. Destroying or damaging property will result in dismissal from the range and possible loss of membership.
12. Shooting wildlife on range property is prohibited.
13. Use only the correct ammunition for your firearm and ensure it is safe to operate.
14. Throw your trash away in receptacles provided.
15. Never permit the muzzle of a firearm to touch the ground.
16. When using the pistol range make ready and shoot only within the concrete walled areas.
17. Treat every firearm as if it is loaded and keep finger off the trigger until you are ready to shoot.
18. When the rifle range is called "COLD" Shooters are required not to handle their firearms.

I have carefully read the Range Rules and Regulations. I fully understand the effects of this release. NO threats, promises, inducements or any other agreements have been made between **Briar Rabbit LLC** and me. By my signature I hereby certify that I have read and agree to abide by all rules and regulations. I agree that I am responsible for any family members and/or guests that I bring to the range. I agree I will not sell, leave, loan, or give my membership to any other person(s). I agree that any repeat violation of any rule or regulation may be grounds for immediate revocation of all range privileges and membership, and no refunds will be given. I recognize that I am personally responsible for practicing safe firearm procedures at all times. I do hereby agree to release, hold harmless and indemnify **Briar Rabbit LLC** and their employees personally and in their official capacities from any and all liability, claims, actions, suits, losses, and costs or related causes of action for damages arising in any way from my participation and actions at Briar Rabbit Shooting Sports. I assume all risks to myself and or to my personal property. I recognize that engaging in any high risk training and shooting activity has a potential for bodily injury, serious physical harm or death. More particularly, injury or serious physical harm could result from slips and falls, accidental firearms discharge, ammo ricochet and splatter, weapon malfunction, insect bites and stings, electric shock, or strenuous physical exertion. This waiver contains the entire agreement between **Briar Rabbit LLC/DBA Briar Rabbit Shooting Sports** and me.

Signature: _____ Date: _____

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in gun club or hunting activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Briar Rabbit LLC Dba Briar Rabbit Shooting Sports and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that gun club or hunting activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, death or serious injury as a result of being shot or as a result of equipment malfunction; hearing loss; loss of vision; broken bones, bruises and other bodily injuries caused by falls; medical conditions resulting from physical activity, and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

Signature: _____ Printed Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Date: _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of (PRINT MINORS NAME/S) _____ being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian Signature: _____ Date: _____

PRINT PARENT/GUARDIAN NAME: _____