

# Stanley Indoor Gun Range - Liability Waiver

I, \_\_\_\_\_ (Printed Name), the undersigned do hereby agree to the following.

## **Release of Liability, Waiver and Assumption of Risk Agreement**

In consideration of being allowed to enter and use the facilities (all of which hereinafter refer to as the "Facilities") and participate in the activities of the Stanley Indoor Gun Range located 440 Reservoir Road, Stanley, ND. 58784, here by agree to each of the following terms and conditions of this Agreement, and I have initialed each as having been read and understood by me.

**Assumption of Risk:** I CHOOSE TO PARTICIPATE DESPITE KNOWING THE INHERENT RISK INVOLVED, THAT I WILL BE ON A FIREARM SHOOTING RANGE WHERE EITHER BY MY ACTIONS OR THAT OF ANOTHER, USING A FIREARM WITH AMMUNITION CAN CAUSE INJURY, DISABILITY, OR DEATH, I HEREBY ASSUME ALL INHERENT RISKS TO MY PERSON AND/OR PROPERTY BY ON MY OWN FREE WILL. INITIAL \_\_\_\_\_

**Waiver and Release:** In consideration of the Facilities agreement to allow me to use and be on the range, I for myself and on behalf of my heirs, assigns, personal representative and next of kin voluntarily agree to HEREBY RELEASE, WAIVE, DEFEND, INDEMNIFY, HOLD HARMLESS AND FOREVER DISCHARGE, the Stanley Indoor Gun Range, the Stanley Boy Scout Trustees, Stanley, ND, and its officers, agents, members, contractors, volunteers, other participants and any other persons or entities ("Releases"), from any and all claims, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, loss of services, or loss or damage to person or property, or otherwise associated with my presence or participation, whether arising from negligence or the Releases' or otherwise, to the fullest extent permitted by law. INITIAL \_\_\_\_\_

**Agreement of use:** I am familiar with and understand the operation of each firearm (Rifle, Handgun, Shotgun) which I will use on the range. I accept the full and complete responsibility for my use of such firearms and those whom I allow to use such items. I accept full responsibility for any damage or destruction I cause to the range property, whether accidental, negligent, willful or otherwise. The range property includes, but is not limited to, the Facility, range equipment, target frames, and target supports. The Facility reserves the right to recover from me a reasonable charge for any such damage and is entitled to recover its costs, including reasonable attorney's fees, incurred in bringing any claim for such damage. I also understand and consent to being asked to leave if my conduct is threatening, cause for concern, creates a safety hazard or deemed inappropriate by the Facility staff at any time without compensation. INITIAL \_\_\_\_\_

## **General Firearm Safety Rules**

INITIAL \_\_\_\_\_

- Treat every firearm as if it were loaded.
- Never point a firearm at anything that you do not intend to shoot.
- Keep your finger off the trigger until you are ready to shoot.
- Always be aware of your target and what is beyond it.
- Follow the instructions of the Range Safety Officer (RSO) and Range Staff.

## **Age Requirements and Restrictions**

INITIAL \_\_\_\_\_

- Women who are pregnant or nursing should consult with their physician on whether to enter the range area, due to the possible exposure to lead.
- Any person who is under the influence of alcohol and/or drugs will not be permitted to use the firing range and will be asked to leave the range area.
- All children under the age of 18 must be accompanied by a parent, legal guardian or adult leader (aged 21 or older), who must sign a waiver and be present with the child at all times.
- All handgun shooters under the age of 21 and all long gun shooters under the age of 18 must be accompanied by a parent, legal guardian, or adult leader (aged 21 or older), who must also sign a waiver and stay with the underage shooter at all times.

## **Dress Code**

INITIAL \_\_\_\_\_

- Flip-flops, sandals or open footwear of any kind are prohibited.
- All clothing must cover exposed skin.
- Clothing which displays offensive or obscene graphics as determined by range staff are not permitted.
- Loose garments, torn garments or undergarments worn as outer garments that may present a hazard while shooting are not permitted.

### Preliminary Considerations

INITIAL \_\_\_\_\_

- Eye and hearing protection are mandatory on the range and in the ready room.
- All firearms must be unloaded and secured in a case while going to or from the range, and to your shooting station.
- All firearms and ammunition are subject to be inspected by the range staff prior to entering the range.
- Only authorized firearms and ammunition may be used on the range. Steel-core, tracer, armor piercing, incendiary rounds and buckshot are strictly prohibited. Black Powder Rifles may not be discharged inside the range.

### Range Safety Rules

INITIAL \_\_\_\_\_

- Shooters shall obey all instructions and commands given by Range Staff and RSOs.
- Food, gum, tobacco products and beverages are not allowed in the range area and ready room.
- Eye and hearing protection must be worn prior to entering the firing range and must be worn at all times while in the firing range and ready room.
- No more than one shooter is permitted in any one stall. One additional person per stall may be present but is not permitted to be inside the stall at the same time as the shooter.
- All firearms are to be unloaded and secured in a case upon entering the firing range. Keep the firearm in the case until you reach the shooting stall.
- Do not load firearms behind the firing line. All firearms must be loaded and unloaded in your assigned shooting stall only. No loaded firearms may leave the firing line.
- Never hand a loaded firearm to another individual.
- Fully automatic and rapid fire firearms are not permitted on the range.
- Use only ammunition that is permitted on the range and is the correct ammunition for your firearm.
- Shooters are to keep their firearm pointed in a safe direction at all times.
- Shooters should keep their finger off the trigger and outside the trigger guard until ready to shoot.
- Shooters are to fire only one firearm at a time. When finished, unload and case the firearm before uncasing the next firearm.
- No handing of firearms to another person will be permitted outside the shooting booth.
- Targets should be placed at eye level or in such a manner as to ensure all rounds impact the target and to avoid striking the ceiling, floor, target carrier or target track. Targets that are deemed obscene or offensive to customers will not be allowed. Only targets approved by Range Staff or RSOs will be permitted.
- Cross lane shooting or shooting at a target that is not in your lane is not permitted.
- Shooters should fire at their target only as rapidly as their ability permits. Uncontrolled shooting which presents the risk of damage to equipment is strictly prohibited. Violators may have their range privileges revoked and will be held liable for damages.
- Alcohol or drug use before or while shooting is strictly prohibited. Any person suspected of drug or alcohol use or that appears to be under the influence of alcohol or drugs will not be allowed to shoot and will not be allowed inside the range. This determination will be at the discretion of Range Staff or the RSO.
- No food, drink, gum or tobacco is permitted inside the range.
- No drawing from a holster, unless the shooter receives permission from the Range Staff or RSO. No kneeling or prone shooting is allowed, unless part of an approved special event or sanctioned by the RSO.
- You may retrieve your brass behind the firing line. Under no circumstances will any person be permitted past the firing line for any reason, unless part of approved special events or sanctioned by the RSO.
- In the event of a firearm malfunction that you are unable to clear, keep the firearm pointed downrange and request assistance from the RSO or Range Staff. The RSO or Range Staff will assist with the malfunction.

**I have carefully read this Release of Liability, Waiver and Assumption of Risk Agreement and I FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I THEREFORE SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR PREJUDICE.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

I am the Parent/Legal Guardian/Adult Leader of \_\_\_\_\_ Age \_\_\_\_\_ who is under the age of 18 and legally considered a minor or is under the age of 21 and will be shooting a pistol. I have explained to them the aforementioned Release of Liability, Waiver and Assumption of Risk Agreement and I accept full responsibility of their behavior and am fully liable for their actions.

Signature of Parent, Guardian or Adult Leader \_\_\_\_\_

Date \_\_\_\_\_