

## RANGE USE AGREEMENT –

### WAIVER AND RELEASE OF LIABILITY

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**WARNING:** THIS DOCUMENT LIMITS YOUR LEGAL RIGHTS. CONSULT WITH AN ATTORNEY BEFORE SIGNING. THE USE OF FIREARMS IS DANGEROUS.

I, \_\_\_\_\_, hereby assume all risks by agreeing to the following: (Participant's Printed Name)

1. I represent that I am physically fit and I have no medical, psychological, or any other condition, which would prevent or inhibit my use of the range, facility, or premises<sup>1</sup>.
2. I acknowledge and understand that shooting activities are inherently hazardous and involve both anticipated and unanticipated risks which could result in damage or destruction of property and physical or emotional injury, including paralysis or death, of myself or other persons. These risks include but are not limited to: being shot by or shooting myself or others; partial or total loss of eyesight or hearing; inhalation or other harmful contact with lead or other contaminants; and being struck by flying or falling objects.
3. I further understand and accept all risks of discharging or being around the discharging of firearms and the use of ammunition have inherent dangers that no amount of care, instruction, or expertise can eliminate. I agree to assume full responsibility for any and all risks, injuries, or damages, known or unknown, of whatsoever kind and nature, which I might incur as a result of entering the range, facility or premises.
4. I accept all responsibility and liability for any act or acts, even negligent, reckless, or criminal act or omission, of my Guests at the Facility or Premises (I understand that "my Guests" includes any and all persons who enter the Facility or Premises, use the Facility or Premises, or engage in or observe shooting or other activities at the Facility or Premises as a result of my express invitation, permission, or consent).
5. I understand that Savage Outdoor & Defense Course, LLC makes no warranty as to the design, manufacture, condition, or fitness of the Facility or Premises, or the equipment, including but not limited to: any lane barriers, baffles, berm, firearms, ammunition, eye/hearing protection, and/or first aid supplies.
6. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them or because of their possible liability without fault.
7. In consideration of being permitted to use the range, facility, or premises, I agree to assume full responsibility for any and all risks, injuries, or damages, known or unknown, which I might incur as a result of my use of the range, facility, or premises.
8. **In further consideration of being permitted to use the range, facility, or premises, I, my legal heirs, executors, administrators, next of kin, successors, or legal representatives knowingly, voluntarily, and expressly WAIVE, RELEASE, DISCHARGE, AND HOLD HARMLESS, Savage Outdoor & Defense Course, LLC, and its agents, owner, facilities owner, officers, members, directors, shareholders, instructors, employees, volunteers, or representatives from any and all injuries or damages of whatsoever kind and nature that I may sustain as a result of my use of the range, facility, or premises, or of direct or indirect use of the range, facility, or premises.**
9. **Further, I COVENANT NOT TO SUE Savage Outdoor & Defense Course, LLC, or its agents, facilities owner, owner, officers, members, directors, shareholders, employees, instructors, volunteers, or representatives from any and all injuries or damages of whatsoever kind and nature that I may sustain as a result of my use of the range, facility, or premises, or of direct or indirect use of the range, facility, or premises.**
10. I certify there are no laws that prohibit me from owning a firearm. I further certify that there is no law or order that prevents me from being in possession of, handling, or using a firearm.

<sup>1</sup> The Facility or Premises refers to the Facility or Premises where the range or shooting activity is located.

11. I agree that any provisions of this release are held to be invalid, nevertheless, the balance of the release shall continue in full force and effect.
12. I agree not to seek to hold Savage Outdoor & Defense Course, LLC, its agents, owner, facilities owner, officers, members, directors, shareholders, instructors, employees, volunteers, or representatives liable for slander and/or libel as part of being removed from the range, facility, or premises.
13. I agree that if the Range Safety Officer believes that I am or will be unsafe or dangerous, the Range Safety Officer will remove me from the range, facility, or premises with no refund. I also agree not to seek to hold Savage Outdoor & Defense Course, LLC, its agents, owner, facilities owner, officers, members, directors, shareholders, instructors, employees, volunteers, or representatives liable for slander and/or libel as part of being removed.
14. I understand that photos and video, including some of me, may be taken during my use of the range, facility, or premises. I grant permission to Savage Outdoor & Defense Course, LLC, its employees, agents, representatives, and volunteers the irrevocable right to reproduce the photographs and/or video images taken of me or members of my family, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. I hereby release Savage Outdoor & Defense Course, LLC, its employees, agents, representatives, and volunteers from all claims and liability relating to such images or video. Further, I grant permission to use my statements that were given during the course, class, or instruction, with or without my name, for the purpose of advertising and publicity without restriction. I waive my right to compensation related to the same.
15. I agree to accept financial responsibility for the repair of any EQUIPMENT that I rent, borrow, or use that is owned by Savage Outdoor & Defense Course, LLC, Shane Savage, and/or its/his legal representatives in the event that damages were directly caused by me whether or not damages were accidental or purposeful.
16. I agree to accept financial responsibility for any and **ALL** damages and/or injuries that happen as a result of my use of the range, facility, or premises whether or not the damages and/or injuries were accidental or purposeful.
17. **I agree to DEFEND and INDEMNIFY Savage Outdoor & Defense Course, LLC, and/or its legal representatives, its agents, owners, officers, members, instructors, employees, volunteers, or representatives in the event that any claim(s) is/are asserted and/or any lawsuit(s) filed by me, my next of kin, heirs, guardians, representatives, assigns or any other person claiming by, through, or under me completely, against Savage Outdoor & Defense Course, LLC, and/or its/his legal representatives, its agents, owners, officers, members, instructors, employees, volunteers, or representatives from any and all injuries and damages that I may sustain as a result of me entering the range, facility, or premises owned or operated by Savage Outdoor & Defense Course, LLC, Shane Savage, and/or its/his legal representatives, using Savage Outdoor & Defense Course, LLC's facilities or equipment, or engaging in or observing shooting range activities.**

## **RANGE RULES**

- By appointment only.
- 2-hour time slot maximum.
- No throwing clays, stationary target shooting only.
- No "Mag-Dumping" – Please limit rate of fire to one round per second.
- You **MUST** pick up your brass and trash.
- Bring all firearms in a case of some kind, no loose carrying.
- Keep all firearms unloaded unless firing.
- Only load firearms at the firing line.
- Keep your finger off the trigger until ready to fire.
- Keep all firearms pointed down range at all times.
- Only set-up and shoot from one distance at a time.
- When done firing, bring all tables back to the target stands.
- No alcohol or drug use on the range or before arriving to the range.
- No reckless or irresponsible behavior.

- ONLY go down range once all firearms are clear.
  - Eye AND ear protection MUST be worn/used at all times.
  - Footwear must be worn on the range at all times, NO flipflops or heels will be allowed.
  - No tracer, explosive, incendiary, or armor-piercing rounds allowed.
  - Absolutely NO holster drawing.
  - Anyone who leaves their vehicle will be charged a range admittance fee. No observers.
  - Pregnant and nursing women enter at their own risk.
1. I agree to abide by all range rules and procedures without question.
  2. I agree to follow all Range Safety Officer instructions immediately when given.
  3. I understand that my failure to comply with the above stated rules and directives can and **WILL** result in my immediate removal from the range, facility, or premises and the automatic forfeiture of my remaining range time.
  4. I understand that my removal from the range, facility, or premises due to a rules or safety violation will **NOT** result in a refund.
  5. I understand that if I am removed from the range, facility, or premises for a rules or safety violation that I can permanently lose my ability to use the range, facility, or premises.
  6. I understand that the Range Safety Officer on duty has the final say with regards to what are or are not “safe practices” on the range, regardless of what is or is not explicitly stated in the range rules.

**By typing “I Agree”, you are consenting to an electronic signature or E-signature. You are also agreeing that the information you provided is valid, correct, and legally binding.**

\_\_\_\_\_ Participant’s Initials

**I have carefully read this “RANGE USE AGREEMENT – WAIVER AND RELEASE OF LIABILITY” and fully understand and now its contents. I acknowledge that no other inducement, assurance or guarantee has been made to me in consideration for signing this Agreement which I sign voluntarily and of my own free will.**

Signature of Participant & Date: \_\_\_\_\_

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

DL or ID # and Issuing State: \_\_\_\_\_