# ALEXANDER ARMORY, LLC RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF THE RISK AGREEMENT

WHEREAS, inconsideration of the use of premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned agrees to the following:

## □ I AGREE

The Undersigned hereby acknowledges and agrees to have voluntarily applied to use the shooting range and facilities operated by Alexander Armory, LLC. It is understood and acknowledged that the use of a shooting range in which others, as well as the Undersigned, are engaged in shooting activities involves inherent extreme hazards, dangers and risks. The Undersigned represents that he/she is fully competent to participate in training and shooting activities and that he/she freely, knowingly, and voluntarily assumes the risks of participating in such activities, including the risks of property damage, bodily harm, and death. The Undersigned acknowledges, understands, and will follow the posted and printed Range Safety Rules (see below).

#### □ I AGREE

The Undersigned affirms that he/she has refrained from being under the influence of alcoholic beverages or drugs (including Marijuana) while on property owned and/or controlled by Alexander Armory, LLC. Further, the Undersigned affirms that he/she understands the consumption of drugs (including Marijuana) or alcoholic beverages is expressly prohibited on Alexander Armory, LLC property, and that any person(s) who, strictly by our observations, appear to be under the influence of alcohol or illicit drugs (including Marijuana) or emotionally unstable, shall be denied access to any part of the Facility.

#### □ I AGREE

The Undersigned acknowledges that he/she can legally possess or rent a firearm and that he/she has no criminal or mental background that restrict the Undersigned from such possession under penalty of law and perjury.

#### I AGREE

The Undersigned acknowledges that certain ammunition is restricted on this range and that he/she may not use armor piercing, incendiary, or tracer, and that if such is used, any damages resulting from such use may be billed directly to the Undersigned.

## □ I AGREE

In addition, the Undersigned does for himself/herself, and on behalf of his/her heirs, executors, administrators, partners, agents, brokers, insurers, and assigns, hereby release, acquit, indemnify, and hold harmless Alexander Armory, LLC, and its officers, directors, owners, property owner, partners, agents, brokers, employees, insurers, assigns, and all other related person, entities, affiliates,

predecessors, and successors, from any and all claims, actions in law or equity, causes of actions, demands, rights, damages, costs, loss of services, expenses, and compensation whatsoever arising from any damage to property, injury to person, or death, (whether predicated upon negligence or otherwise) in connection with the use of Alexander Armory, LLC facilities or participation in any activities therein. The Undersigned takes full legal and financial responsibility for any damage or harm to themselves, other individuals, rental equipment or other range equipment that is a result of the actions of the Undersigned, and received party, and/or any other individual on the premises.

# □ I AGREE

By signing this instrument, the Undersigned affirms that he/she has read, understands, and will comply with the requirements as set for herein, and do hereby agree to defend, indemnify, and hold harmless Alexander Armory, LLC and its officers, directors, owners, property owners, partners, agents, brokers, employees, insurers, assigns, and all other relater person, entities, affiliates, predecessors, and successors, from any act or omission for which the Undersigned is directly responsible. This instrument binds the Undersigned and his/her executors, administrators, assignees, or heirs.

(Name)

# **DOWN RANGE SAFETY RULES AND REGULATIONS**

# Firearms Range Rules:

- You must be 18 years of age and present a valid form of identification to rent handguns, purchase ammunition, and use the rifle range. You must be 21 years of age and present a valid form of identification to rent handguns, purchase ammunition, and use the pistol range. Handgun shooters aged 12-17 years of age must be supervised by a parent or legal guardian while on the range.
- 2. 12 years of age is the minimum age to utilize the range under supervision, along with completion of a Gun Youth Safety Class.
- 3. Anyone with alcohol on their breath or who appears to be impaired in any way (including impairment from prescription or over-the-counter drugs) will not be permitted in the range. The decision as to whether a shooter is impaired will be made at the Range Officer's SOLE DISCRETION and may not be challenged. The use of Marijuana remains illegal under federal law, regardless of the fact that it has be decriminalized in the State of West Virginia. Anyone that an employee of Alexander Armory, LLC believes has used Marijuana recently will not be allowed out on the range, and will not be permitted to handle firearms. NO EXCEPTIONS.
- 4. No loaded firearms are to enter or exit the building. Loaded firearms are permitted at the firing line only. Only authorized personnel may be armed while in the retain portion of the range. Excluding Active Law Enforcement and CCW holders with a current permit.
- 5. Pregnant women are not allowed in the range due to possible exposure to lead.
- 6. Firearms, ammunition and all bags are subject to inspection at the check-in counter.

- 7. A maximum of two (2) shooters are allowed per lane. No spectators are allowed in the shooting bay.
- 8. Eye and ear protection must be worn at all times while on the range.
- 9. Keep your fingers off the trigger until you are on the firing line, ready to shoot.
- 10. Do not place a firearm on the bench unless all actions are open and ejection ports are visible. If you have a jammed or malfunctioning firearm, place your firearm on the bench with the muzzle pointing down range and ask range personnel for assistance. NEVER leave the firing line with a loaded or jammed firearm.
- 11. Loaded firearms may not be handed from one person to another.
- 12. Be sure your firearm is safe to operate and know how to use it safely.
- 13. Commands issued by the range staff must be followed immediately.
- 14. No one is permitted forward of the firing line at any time FOR ANY REASON.
- 15. Alexander Armory, LLC is a tobacco-free environment.
- 16. Food and drink are not allowed in the range.
- 17. Only fire at your target.
- 18. Know your target and what is beyond.
- 19. Shooting at anything other than your target is prohibited and will subject you to removal form the range.
- 20. Only regulation paper targets may be used in the range. Non-paper targets must be purchased from the range. We retain the right to prohibit any targets we deem to be offensive.
- 21. Use the appropriate size target placed at eye-level to ensure that your shot strikes the backstop and not the floor, ceiling, or target carrier.
- 22. Rifles and shotguns are strictly prohibited from use on the range.
- 23. Tracer, armor piercing, steel (case or projectile), and military surplus ammunition are not allowed on the range.
- 24. No drawing from a holster UNLESS you are participating in a firearms training course which requires such firing sequences, or you have attended an Alexander Armory, LLC training course that involved holster work.
- 25. When you are finished shooting, keep the action open, place your unloaded firearm in its case, and proceed to the check-out area.

□ I AGREE

All shooters are expected to know, adhere to, and help enforce the Alexander Armory, LLC Safety Rules and Regulations. If you observe a violation of the range rules, please bring it to the attention of any staff member and we will take corrective action. It is our goal to maintain a safe environment for the enjoyment of our members and customers. Blatant disregard for range rules and/or intentional damage to property will be grounds for automatic removal form the range without a refund and will not be allowed back at our facility. Members will forfeit their membership fees and will not be refunded.

(Name)