



*Handgun Recreation, Training and Safety*

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### **RELEASE, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

In consideration of being allowed to enter and use the facilities, including but not limited to the shooting range and to participate in the activities of Pocono Pistol Club, I hereby agree to each of the following terms and conditions of the Agreement, and I have initialed each as having been read and understood by me.

1. I affirm that I am NOT a convicted felon nor have I been accused of and convicted of moral turpitude and/or domestic violence. \_\_\_\_\_ (initial)
2. I am not intoxicated, nor under the influence of any illegal drugs or substances. I am also not taking any prescribed medications that may in any way impair my ability to use or handle a firearm. \_\_\_\_\_ (initial)
3. I have read the Pocono Pistol Club Information Sheet and Range Rules, a copy of which has been given to me. I understand these Range Rules may be amended from time to time and that I am responsible for reviewing the posted Range Rules when I use the facilities. I agree to obey the Rangemaster and range employees and will comply with the Range Rules, general policies and rules of operation and administration of the Pocono Pistol Club. \_\_\_\_\_ (initial)
4. I am familiar with and understand the operation of each firearm that I will use at Pocono Pistol Club. The word operation includes the safe handling, loading and unloading procedures, and safety mechanisms and features of each firearm. \_\_\_\_\_ (initial)
5. I understand that Pocono Pistol Club requires the use of newly manufactured ammunition at all times at the range. I accept full and complete responsibility for the inherent risks resulting from my or anyone else's use of reloads and other ammunition prohibited at this range, including all responsibility for personal injuries either to myself and/or anyone else. I also agree to thoroughly check to be sure I am using the correct and permitted ammunition at all times. \_\_\_\_\_ (initial)
6. I acknowledge and fully understand that I and all others engaged in shooting, coaching, observing or training with firearms at Pocono Pistol Club will be engaged in activities that involve substantial inherent risk of serious injury including disability or death and severe social and economic losses which may result from my actions/inactions, or the actions/inactions of others. Such risks include but are not limited to:
  - a. My failure to abide by firearms safety rules or to properly handle or use firearms or ammunition. \_\_\_\_\_ (initial)
  - b. The failure of others to abide by firearms safety rules or to properly handle or use firearms or ammunition. \_\_\_\_\_ (initial)
  - c. The characteristics, including design, manufacturing defects or other defects, of any firearm or ammunition being used by me or others at Pocono Pistol Club. \_\_\_\_\_ (initial)
7. I accept full responsibility for any and all damage or destruction I may cause to Pocono Pistol Club property whether accidental, negligent, willful or otherwise. Pocono Pistol Club property includes, but not limited to, the facility, target frames, target supports, guides or mechanisms, firearms, signs, and all equipment (electrical and otherwise). Pocono Pistol Club reserves the right to recover from me a reasonable charge for any such damage and is entitled to recover its costs, including all reasonable fees incurred for bringing any claims for such damage. \_\_\_\_\_ (initial)

8. I recognize that I may be expelled from the facilities for violation of the Range Rules or for an behavior deemed unsafe by Pocono Pistol Club personnel. Decisions regarding expulsion for that day are final. \_\_\_\_\_ (initial)
9. On behalf of myself, my heirs and/or assigns, executors, and administrators, I hereby assume all risks of personal injury and accept personal responsibility for any and all damages that may occur as a result of any such personal injury, disability or death. The word damages include, but is not limited to, the incurring of physical and emotional injury of any kind, loss of physical function, ability or capacity, medical expenses, lost wages or income, loss of consortium and any other compensatory damage. \_\_\_\_\_ (initial)
10. On behalf of myself, my heirs and assigns, executors, and administrators, I hereby waive, release and discharge Pocono Pistol Club, LLC and PPC Realty, LLC (the landlord) and any and all of their affiliates, officers, directors, shareholders, members, managers, employees, agents, successors and assigns (Released Parties) from any and all claims, actions, or lawsuits seeking damages on account of any personal injury, disability or death occurring to myself or anyone else, caused in whole or in part or alleged to be so caused by the negligence of any of the Released Parties or caused by anyone else. \_\_\_\_\_ (initial)
11. On behalf of myself, my heirs and assigns, executors and administrators, I hereby agree to indemnify and defend the Released Parties from any and all claims, demands, actions or lawsuits for any personal injury, disability or death occurring to myself or other person which result entirely or in part from the actions, failure to act, or negligence of myself, my guests, or minors for whom I am responsible. \_\_\_\_\_ (initial)

I agree that this Release, Assumption of Risk and Indemnity Agreement shall be interpreted according to Pennsylvania laws and that any dispute or action shall be resolved in, and under the laws of, the state of Pennsylvania. \_\_\_\_\_ (initial)

Because of the inherent nature of the firearms business it is deemed to be a safety factor to be under the influence of alcohol and/or drugs and attempt to handle firearms. Therefore, anyone apparently to be under the influence will be asked to leave the facility and the property forthwith. Anyone refusing to do so may be charged. I understand that this provision is for the protection of myself, other patrons, and the staff of Pocono Pistol Club.

I hereby state that I, the actual signer of this Agreement, am an adult as defined by Pennsylvania statute, that I have read and initialed each of the terms and conditions above, that I understand everything set forth above and I have knowingly given up substantially legal rights by signing below, which I do voluntarily.

**THIS AGREEMENT APPLIES TO ANY MINOR CHILDREN BROUGHT TO THE RANGE (14 YEARS MINIMUM).**

**IN THE EVENT I BRING A MINOR TO POCONO PISTOL CLUB THAT IS NOT MY CHILD I SHALL PROVIDE A SIGNED RELEASE, ASSUMPTION OF RISK, AND IDEMNITY AGREEMENT BY THE MINOR'S LEGAL GUARDIAN.**

**MINORS UNDER MY CARE SHALL ALWAYS REMAIN UNDER MY SUPERVISION WHILE AT THE FIRING LINE. MINORS MAY NOT BE LEFT ALONE INSIDE THE FIRING LINE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Permanent Address

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

\_\_\_\_\_  
Drivers License # and Issuing State

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

**Emergency Contact:**

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

\_\_\_\_\_  
Phone Number