

## MEMBERSHIP APPLICATION & AGREEMENT PERSONAL DATA FORM

**Please Print Clearly**

The undersigned hereby applies to become a member of American Patriot Range and Gun Club, LLC and willingly provides the following information as part of application for membership:

Applicati  
on Date:

Primary Member \_\_\_\_\_ DOB \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
First and Last Name

Home Address \_\_\_\_\_  
\_\_\_\_\_  
Number and Street City State Zip

Telephone (Home): \_\_\_\_\_ Telephone (Mobile): \_\_\_\_\_ Email Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

### FAMILY MEMBERS INCLUDED ON MEMBERSHIP

<u>Name</u>	<u>Date of Birth</u>	<u>Restrictions</u>	<u>Comments</u>
1. _____	_____ _____	_____	
2. _____	_____ _____	_____	
3. _____	_____ _____	_____	
4. _____	_____ _____	_____	

### TYPE OF MEMBERSHIP

<b>FAMILY</b>	<b>INDIVIDUAL</b>
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<input type="checkbox"/> Annual Family Membership: \$550 one-time payment.	<input type="checkbox"/> Annual Individual Membership: \$330
<input type="checkbox"/> Monthly Membership Plan (12 month minimum): \$100 down; \$55 per month (ACH on or about 1 <sup>st</sup> day of each month)	

TO BE COMPLETED BY STAFF		RENEWAL
Amount Received w/ App		YEAR:
VISA/MC	\$	YEAR:
CASH	\$	YEAR:
CHECK #	\$	YEAR:

### MEMBERSHIP TERMS AND CONDITIONS

The following Terms and Conditions apply to all Memberships issued by America Patriot Range and Gun Club, LLC (THE CLUB) for membership. Any reference to “you” or “your” shall refer to the Primary Member identified on the Membership Application and Agreement (the “Application”). Any reference to “family members” shall mean the Primary Member’s family members or other persons residing in the home listed on this application, that are entitled to membership benefits under a Family Membership, as set forth herein.

**MEMBERSHIP REQUIREMENTS:** No Application for membership shall be effective until:

- (a) the Application is completed and signed by the Primary Member and submitted to THE CLUB with the required Membership Fee,
- (b) the annual payment is paid in full or the first recurring payment is received,
- (c) a Payment Authorization is signed and delivered to THE CLUB providing for monthly payments as stated in this agreement,
- (e) the Application is approved and accepted by THE CLUB.

**MEMBERSHIP:** The Membership is for the Primary Member and may not be transferred or assigned to any other person. The Membership may be extended to Family Members only when all CLUB requirements are met by each individual. Family Members are limited to persons who live in the same household and is verifiable. In the event of the death of the Primary Member, Family Members may apply for a new membership. In the event the Primary Member becomes legally separated or divorced, ownership of the Membership shall continue with the Primary Member.

**THE CLUB’S RIGHTS TO TERMINATE:** THE CLUB may terminate Membership at any time for failure to pay the applicable Membership fees or any breach or violation of these Terms and Conditions or other Rules of THE CLUB by the member, any family members, or for any conduct which, in the opinion of management of THE CLUB in its sole discretion, is prejudicial to the welfare, good order, and character of THE CLUB. Memberships, applicable fees, suspension or expulsion of Members and all other matters affecting or relating to the Members or the Membership shall be at the sole discretion and control of THE CLUB.

**CHANGES IN THE TERMS AND CONDITIONS OF MEMBERSHIP:** THE CLUB reserves the right, at its sole discretion, to discontinue operation of THE CLUB or to modify these Terms and Conditions of Membership, to sell, lease or otherwise dispose of THE CLUB facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify, or terminate any category of Membership, to discontinue operation of THE CLUB facilities, to limit use of THE CLUB facilities, to convert THE CLUB into a member-owned club, and to make any changes to the Membership benefits at any time. Such changes shall be effective on the date such revised Terms and Conditions of Membership are communicated to the Members. Any such changes shall be binding on the effective date of the change.

**CHANGES IN MEMBERSHIP BENEFITS:** THE CLUB reserves the right to add, eliminate or change any published Membership benefit or amenity at any time, and from time to time, in its sole discretion. Such changes shall be communicated to the Members and shall be effective on the date communicated to the Members.

***A Parent/Guardian Waiver and Hold Harmless Agreement*** must be signed and on file with THE CLUB for children under 18 years of age prior to their use of the Range. Any children in the Family under 18 years of age shall be allowed to accompany the Primary Member or Spouse to THE CLUB, provided they remain under their direct supervision at all times.

THE CLUB reserves the right, to prohibit the use of any location of THE CLUB property, due to safety infractions or the inability/refusal to follow rules, terms, conditions, policies, or instructions given by Club Staff.

Member's Initials \_\_\_\_\_

**MEMBERSHIP TERMS AND CONDITIONS**  
**(Continue)**

**RECURRING PAYMENTS:** Monthly payments are due on the first day of each month. The annual membership fee may be increased at the beginning of the next annual year by THE CLUB. THE CLUB reserves the right to impose any other charges applicable to additional services provided to Members at any time. Payment terms will be set forth in the Payment Authorization executed by you with the Application. Changes to the Payment Authorization must be submitted to THE CLUB at least 15 days in advance of the next payment due date. It is the Member's responsibility to make sure a valid Payment Authorization is on file and that an updated Payment Authorization is submitted any time the applicable bank account, credit card account, or any information is changed. In any dispute relating to non-payment of dues or charges for damage(s) to the premises or personal property by you, your family or guests, you shall be responsible for any attorney's fees' and/or costs incurred by THE CLUB in enforcing its rights under these Terms and Conditions.

**LATE FEES/OTHER CHARGES:** It is your responsibility to ensure that the method of payment set forth in the most recent Payment Authorization provided to THE CLUB remains valid. In the event of a change in the payment account information associated with any credit/debit card or bank account, you must provide an updated Payment Authorization no less than 15 days prior to the next payment due date. IN THE EVENT YOUR PAYMENT IS DECLINED OR RETURNED, YOU WILL BE RESPONSIBLE FOR ANY FEES INCURRED BY THE CLUB, PLUS A \$25 ADMINISTRATION FEE FOR EACH OCCURRENCE. In addition to fees, THE CLUB reserves the right to immediately limit or terminate any or all Membership privileges on any delinquent Membership.

**CLUB AND RANGE RULES:** THE CLUB may establish rules, regulations and policies concerning the operation of THE CLUB and Range from time to time. It is the Member's responsibility to be abreast of The Club Rules and all changes. You acknowledge and agree to follow the Rules and to ensure that your guests and family members follow such rules. Any violation by you, your guests or family members shall be grounds for immediate suspension or termination of all or a portion of your Membership privileges.

**GUEST POLICY.** All guests must be approved by THE CLUB prior to visit and must demonstrate safe handling of firearms and acknowledge by signing The Club's *Safety Rules and Range Procedures*. Guests will be charged a daily fee.

**USE OF CLUB FACILITIES.** THE CLUB agrees to provide access during normal business hours. You acknowledge and agree that THE CLUB is not provided for the exclusive use of members and their guests. From time to time, THE CLUB may host internal events, manufacturer promotions, private rentals, marketing, and other events during and after normal business hours.

**LIABILITY AND WAIVER OF LIABILITY:** The Member shall be financially responsible and liable for any property damage resulting from the acts or omissions of such Member, their family or guests on THE CLUB premises, (intentionally or unintentionally) or damage to any property, equipment, supplies, furniture, or furnishings. You are fully responsible for the loss or theft of, or damage to, any firearms or other personal property brought to THE CLUB's Range or property, to include personal belongings left in vehicles on THE CLUB premises. You hereby release and hold harmless THE CLUB, any of its affiliates, and each of their respective members, managers, officers, employees, and agents (the "THE CLUB Affiliates"), from and against any claim arising out of, or relating to, the loss or theft of, or damage to, any such property, and any claim for bodily injury arising out of the use of THE CLUB premises by you, your family members, or guests. In no event will any Affiliate(s) have liability for any indirect, incidental, special, consequential or punitive damage, even if advised of the possibility of such damages.

**INDEMNITY:** By execution of this Application and use of THE CLUB facilities, you agree to defend, indemnify and hold harmless THE CLUB and Affiliates from and against any claims, lawsuits, damages, liabilities, expenses or costs THE CLUB and Affiliates may incur, including attorney's fees of counsel acceptable to THE CLUB ("Claims and Damages"), arising out of or resulting from the acts or omissions of you, your family members or guests. Moreover, you agree to defend, indemnify and hold harmless THE CLUB and Affiliates from and against any Claims and Damages arising out of or resulting from claims asserted against THE CLUB and Affiliates by your family members and guests.

## **MEMBERSHIP TERMS AND CONDITIONS**

**(Continue)**

**ASSUMPTION OF RISK:** You acknowledge and agree that THE CLUB involves the use and discharge by you and others of pistols, rifles, shotguns, other firearms, explosives, associated equipment (to include steel targets), and archery equipment, which are potentially dangerous activities. Further, the use of ponds, lakes or other bodies of water on the property may incur additional risks to life, limb, or bodily injury. You acknowledge and agree that any activities may involve certain risks and exposure to bodily injury or death, which risks and exposure you voluntarily assume by becoming a member of THE CLUB and using its facilities. In consideration of the use of THE CLUB facilities by you, your family members and guests, you hereby accept and assume full responsibility for any and all injuries, losses or damages sustained or incurred by you, your family or guests resulting from or arising out of any activity or event occurring on THE CLUB premises, and release in full and forever discharge THE CLUB and Affiliates, whether acting officially or otherwise, on behalf of yourself, your family members, your guests, your heirs, executors, administrators and personal representatives, from and against any and all claims, demands, or causes of action for any injury, death, property damage, loss, claim, or liability resulting from or arising out of any activity or event occurring on THE CLUB premises.

**WAIVERS:** All Members are required to sign a separate WAIVER AND HOLD HARMLESS AGREEMENT provided by THE CLUB. Any waiver by THE CLUB of any right or obligation hereunder shall be deemed a continuing waiver and no failure by THE CLUB to exercise, in whole or in part, any rights provided to THE CLUB hereunder shall prevent the later exercise of such right or any other right.

**MISCELLANEOUS:** You acknowledge that there have been no promises, guarantees, or representations, expressed or implied, pertaining directly or indirectly to the Membership which are not contained herein, in the Application. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remaining terms or provisions hereof, which remaining terms and provisions shall remain unmodified and in full force and effect. The rights and obligations of the parties arising out of the Membership, including the terms and conditions set forth herein, as amended from time to time, shall be governed by the laws of the State of Georgia. The American Patriot Range and Gun Club LLC (THE CLUB) is a "private" membership club. We reserve the right to refuse or terminate the membership of any person(s) who fail to meet the expectations outlined in this agreement or fail to treat any other member(s) or staff with respect and dignity.

## ACCEPTANCE AND AGREEMENT

By executing this Membership Application below, the undersigned acknowledges receipt of the attached Terms and Conditions of Membership. If accepted for membership, the undersigned agrees to be fully bound by the terms thereof, as amended from time to time by THE CLUB.

The undersigned acknowledges and agrees that THE CLUB reserves the right to change the Terms and Conditions of Membership and all benefits and amenities associated therewith at any time.

In the event of a breach of the Terms and Conditions of Membership by the undersigned, family members, or guests, the Membership may be terminated by THE CLUB, and the Membership Fee and any prepaid dues shall not be refunded.

**ANNUAL MEMBERSHIPS WILL BE AUTOMATICALLY RENEWED, UNLESS THE CLUB IS NOTIFIED IN WRITING AT LEAST 30 DAYS PRIOR TO THE LAST MONTHLY PAYMENT.**

Primary Member Name –Print  
Club, LLC

Robert L. Bruton – Owner  
American Patriot Range and Gun

Primary Member Signature  
Owner

Signature: Robert L. Bruton –  
American Patriot Range and Gun  
Club, LLC

Date

Date

## **SAFETY RULES AND RANGE PROCEDURES**

- **TREAT ALL GUNS AS IF THEY ARE LOADED.** Always assume that a gun is loaded even if you think it is unloaded. Every time a gun is handled for any reason, check to see that it is unloaded. If you are unable to check a gun to see if it is unloaded, leave it alone and seek help from someone more knowledgeable about guns.
- **KEEP THE GUN POINTED IN THE SAFEST POSSIBLE DIRECTION.** Always be aware of where a gun is pointing. A "safe direction" is one where an accidental discharge of the gun will not cause injury or damage. Only point a gun at an object you intend to shoot. Never point a gun toward yourself or another person.
- **WHILE ON THE FIRING LINE, KEEP THE MUZZLE POINTED AT THE BACKSTOP.** Never allow the muzzle to point in any direction whereby an unintentional discharge would allow the escape of a projectile into an outer area.
- **KEEP YOUR FINGER OFF THE TRIGGER,** and outside the trigger guard, until ready to fire. Even though it may be comfortable to rest your finger on the trigger, it also is unsafe. If you are moving around with your finger on the trigger and stumble or fall, you could inadvertently pull the trigger. You may fire only when the range has been declared "HOT" by the Range Safety Officer (RSO).
- **KNOW YOUR TARGET, ITS SURROUNDINGS AND BEYOND.** Check that the areas in front of and behind your target are safe before shooting. Be aware that if the bullet misses or completely passes through the target, it could strike a person or object. Identify the target and make sure it is what you intend to shoot. If you are in doubt, **DON'T SHOOT!** Never fire at a target that is only a movement, color, sound or unidentifiable shape. Be aware of all the people around you before you shoot.
- **KEEP THE ACTION OPEN AND FIREARM UNLOADED UNTIL READY TO USE.**
- **KNOW HOW THE FIREARM OPERATES.** It is important to become thoroughly familiar with your gun. You should know its mechanical characteristics including how to properly load, unload and clear a malfunction from your gun.
- **BE SURE THE FIREARM AND AMMUNITION ARE COMPATIBLE.**
- **NO HAND-LOADED, TRACER, PYROTECHNICS, OR INCENDIARY AMMUNITION MAY BE USED.**
- **NO AUTOMATIC FIREARMS OR DEVICES DESIGNED FOR RAPID FIRE ARE**

AUTHORIZED UNLESS APPROVED BY RANGE MANAGEMENT.

- WEAR EAR AND EYE PROTECTION ANYTIME YOU ARE ON THE FIRING LINE.
- NO ALCOHOL OR DRUGS! Any person suspected of being under the influence will be removed immediately.
- KNOW AND OBEY ALL RANGE COMMANDS. Shooters may not go down range or anywhere past the firing position until authorization is received from a Range Safety Officer. This includes changing or movement of targets! The Range Safety Officer will declare, "The line is cold," when you are authorized to change targets.
- SHOOTERS MAY NOT DRAW FIREARMS FROM A HOLSTER WITHOUT SUPERVISION BY AN AMERICAN PATRIOT INSTRUCTOR.
- IN THE EVENT YOU SEE AN UNSAFE ACT, IMMEDIATELY YELL, "CEASE FIRE, CEASE FIRE," AND NOTIFY THE RANGE SAFETY OFFICER OF THE ISSUE.
- SHOOT ONLY AT AUTHORIZED TARGETS. Only American Patriot Gun Club or approved targets may be used.
- CLEAR AND BENCH ALL FIREARMS DURING A CEASEFIRE.
- CHILDREN UNDER 18 MUST BE ACCOMPANIED AND SUPERVISED BY AN ADULT AT ALL TIMES
- PROFANITY OR OFFENSIVE LANGUAGE IS PROHIBITED ON THE PROPERTY.
- ALL SHOOTERS MUST PICK-UP THEIR OWN "BRASS" (CASINGS) AND PLACE THEM IN THE CONTAINERS BEHIND THE SHOOTING POSITIONS.



I have read and understand the Safety Rules and Range Procedures and will comply with each of them. I understand that failure to comply may result in suspension, removal, or termination of my privileges (without refund or other compensation) to shoot at American Patriot Range & Gun Club.

Shooter's Signature \_\_\_\_\_ Date \_\_\_\_\_

## **WAIVER AND HOLD HARMLESS AGREEMENT**

**BY EXECUTING THIS DOCUMENT, YOU WAIVE CERTAIN LEGAL RIGHTS ON BEHALF OF YOURSELF, YOUR FAMILY, OR YOUR DEPENDENT CHILD(REN). PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU SIGN IT.**

Name (Print Legibly): \_\_\_\_\_

American Patriot Range & Gun Club, LLC (The Club) incorporates rifle, pistol, shotgun, and other activities for authorized members, their families, and visitors. In consideration of the benefit of utilizing The CLUB and its facilities, I hereby agree to release and hold harmless the American Patriot Range & Gun Club, LLC, its owners, officers, and staff, from any damages to property or injuries which I and/or my dependent child/ward may suffer incident due to the utilization of the Club and its facilities. I acknowledge that the use of a range and shooting complex entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself (and to my child or children, if applicable). I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Risks include, but are not limited to, the risk of injury, death or property damage from ricocheting projectiles, accidental discharge of weapons, misfiring weapons and other incidents that could occur during the use of firearms. I understand that the Club will be utilized by other persons besides myself, and that not all patrons possess the same level of skill and familiarity with firearms and the use thereof, which constitutes another potential risk.

I expressly agree and promise to accept and assume all risks. My participation (and/or my child's or children's participation) is purely voluntary and I elect to participate (and/or to allow my child or children to do so) in spite of the risks. Specifically, I agree to release and hold harmless the American Patriot Range & Gun Club, LLC, its owners, officers, and staff, from any and all liability and claims for damages to property or injuries to myself and/or my child/ward that may arise or be incident to participation in this event. Further, I agree to release and hold harmless the American Patriot Range & Gun Club, LLC, its owners, officers, and staff, against any claims,

demands, actions, debts, liabilities, judgments, costs, or attorney's fees arising out of, claimed on account of, or in any manner predicated upon the use of American Patriot Range & Gun Club, LLC facilities and/or equipment including any loss or damage to property, any injury or death of or to myself and/or my dependent child(ren) caused in any manner, or contributed to by American Patriot Range and Gun Club, its officers, or its agents.

**BY SIGNING, I DELARE THAT I HAVE READ AND VOLUNTARILY ENTER INTO THE TERMS OF THIS WAIVER AND HOLD HARMLESS AGREEMENT:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_