Gemmer Muzzleloading Gun Club (GMLGC) – PERPETUAL WAIVER & RELEASE AGREEMENT

In consideration of the undersigned being permitted to engage in any activity, recreational or otherwise, on any property including without limitation any building, parking areas, sidewalks and land, leased, occupied, used or accessed by Gemmer Muzzleloading Gun Club (GMLGC), and each or their successors and assigns, including without limitation to property located off Hwy N, Catawissa, MO 63015 (38°27'15.1"N 90°46'21.6"W), (collectively the Premises), the undersigned and the undersigned's heirs, family members, guests, executors, administrators, personal representatives, successors and assigns (collectively the Undersigned) hereby understands, acknowledges and agrees to the following:

- 1. The undersigned is fully aware of the risks and hazards inherent, whether known or unknown, in entering upon and taking part in any activity on the Premises and voluntarily enters and take part in any activity on the Premises with the knowledge and appreciation of the danger involved; further, the undersigned expressly assumes the risk of entering on the Premises and taking part in any activity, recreational or otherwise, on the Premises, including without limitation: archery, handgun, muzzleloading, rifle, and shotgun shooting; firing live ammunition; observing individuals discharging firearms or other types of weapons; eating food or drinking beverages, including any type of alcoholic beverage; parking; and any other use of or activity on the Premises.
- 2. The Undersigned hereby releases, waives, and forever discharges and covenants not to sue or make a claim against GMLGC, including each of their respective affiliates, successors and assigns, officers, managers, volunteers, members, directors, agents, attorneys or representatives, (collectively, the GMLGC Releasees) for any and all claims, demands, damages, expenses, causes of action, attachments of property or liability of any kind whatsoever that arise, directly or indirectly from property damage, personal or emotional injury, including partial or total disability, dismemberment or paralysis, or death directly or indirectly resulting from the Undersigned entering or being on the Premises, even if such claims demands, damages, expenses, causes of action, attachments of property or liability result partially or wholly, or directly or indirectly, from any act or omission to act, whether negligent or otherwise, including negligent or omitted first-aid operations or procedures, by GMLGC Releasees.
- 3. The Undersigned certifies that he/she is not prohibited under and Federal or State law from possessing a firearm.
- 4. The Undersigned acknowledges that the risks and hazards that he/she is assuming may increase or change during the Agreement Term.
- 5. The Undersigned hereby consents to and authorizes the administration of all emergency medical treatment, or lack thereof, which might be provided or available at the Premises.
- 6. The Undersigns acknowledges and agrees that he/she/they have read and understands and at all times will abide by all rules and regulations, any rules or procedures applicable to any particular activity, the procedures, safety rules and any and all instructions whether communicated in writing or verbally with respect to the Premises which are incorporated herein by reference, including those rules and regulations attached hereto and incorporated herein, (the Rules).
- 7. I have no physical or mental illness that precludes my participation in a safe manner for myself or others. I am NOT under the influence of drugs or alcohol which impairs my ability to maintain my safety awareness or endangers others. I acknowledge that this Accident Waiver and Release of Liability Form will be used by GMLGC who organized the activities in which I may participate, and that it will govern my actions and responsibilities at said activity. I agree that all staff or authorized agents may, in their sole discretion, determine it is unsafe for myself or others for my participation to continue, remove me from the premises by any lawful means.



RANGE RULES

"NO SHOOTING PRIOR TO 10:00 AM ON ANY DAY" NO USING CARTRIDGE GUNS ON MATCH DAY, UNTIL RELAYS ARE COMPLETE

The Board of Directors adopted these rules to provide for safe and enjoyable use of the Gemmer range and its facilities by club members, their families, and their guests.

Violation of these rules will be subject to action by the Board of Directors, up to, and including revocation of membership.

- 1. Access to, and use of Gemmer property, is restricted to members in good standing, their families, their guests, and all scheduled match participants. Trespassers Will Be Prosecuted to The Fullest Extent Of The Law.
- 2. All guests are subject to the Gemmer range rules and are allowed <u>only</u> when accompanied by an active member, who is responsible for their conduct. Clubs Waiver Form must be read, filled out, and signed.
- 3. There is to be **NO HUNTING** on Gemmer property at any time. This includes bow & firearms.
- 4. Full automatic fire, and the discharge of explosive devices, is Prohibited.
- 5. FULL METAL JACKETED rounds of ammunition are Prohibited.
- 6. Drugs and alcohol are prohibited to <u>all shooters</u> prior to, and during matches.
- 7. Eye and ear protection is strongly recommended for both shooters and spectators.
- 8. During regularly scheduled Gemmer matches, the Match Director serves as the acting Range Officer.
- 9. Unless in use, firearms are to remain unloaded, holstered, cased, or with action open, and **pointed in a safe direction.** (Downrange or Skyward).
- 10. <u>No One</u> may move forward of the firing line until first verifying that the line is **SAFE**, (Range Closed). Meaning, all firearms are to be unloaded, benched, or with actions open, and **pointed in a safe direction**. (Downrange, or Skyward).
- 11. While the line is **SAFE**, **(Range Closed)**, firearms may NOT be handled, or adjusted, except under direction of the Match Director/Range Officer.
- 12. Shooting will be tolerated at acceptable targets only. These are to be properly supported, and located so that hits, misses, and ricochets impact the berm. Targets are <u>NOT</u> acceptable, if their use will present a hazard to the shooter or others, or if it litters the range, or damages Gemmer property.
- 13. Shooters will return Gemmer property, such as targets, target stands, frames, and benches, etc. to their proper locations after use. Deposit all trash in containers, sweep up your brass, and take glass containers with you. Ensure that all fires are extinguished or pose no danger of spreading. Secure all gates, doors, and locks.
- 14. The Board intends that Gemmer Muzzle Loading Gun Club shall also enforce any additional safety rules established by the National Muzzle Loading Rifle Association, concerning member's conduct, or the handling of firearms.

LADIES AND GENTLEMEN LET US PRESENT THE IMAGE THAT SHOOTING IS A SAFE AND FUN SPORT

(revised 03-05-2020)