

D. REYNOLDS GUN RANGE
MEMBERSHIP APPLICATION

STANDARD MEMBER APPLICATION AND AGREEMENT

SINGLE _____ FAMILY _____ FIRST RESPONDER or LE/MILITARY _____

Please provide the following information, printing legibly:

Member: Last _____ First _____ Middle _____

Full Address: _____

City _____ State _____ Zip Code _____

Telephone #: Home _____ Work _____ Cell _____

Email Address: _____ DOB: _____

Emergency Contact: _____ Phone #: _____

Drivers License: State: _____ License #: _____

Monthly Membership in the D. REYNOLDS GUN RANGE (DRGR) will be available to persons who are legally able to possess a firearm. DRGR Members must be in compliance with all federal, state and local laws concerning ownership and handling of firearms. Membership will be granted, and may be revoked, at the sole discretion of DRGR.

I certify as follows:

(1) that I am not and have never been the subject of a criminal or any other proceeding that prevents me from legally owning, handling or possessing firearms under West Virginia or Federal law:

Are you a convicted felon? _____yes or _____no

(2) that I can lawfully own, handle and possess a firearm; and,

(3) that all information given in this Application is true and correct to the best of my knowledge. I have read, I understand, and I agree to comply with the Terms and Conditions attached to this Application as well as the Adult Release, Assumption of Risk and Indemnity Agreement and the D. REYNOLDS GUN RANGE Rules.

Member's Signature _____ Date _____

Signature of Authorized DRGR Agent _____

TERMS AND CONDITIONS

1. ("DRGR") is available for use by all DRGR Members. Private group shoots may rent the Gun Range for one day at a time, with advance notice to DRGR. DRGR may rent to the general public ONLY if Members are not using the Gun Range. DRGR Memberships are available to provide preferred access, services and facility use, and other benefits. DRGR Membership is subject to the Membership Terms and Conditions stated herein. Membership will be granted, and may be revoked, at the sole discretion of DRGR.
2. As part of the consideration for Membership, the Member hereby agrees to remain a Member and pay the Monthly Membership Dues (if elected) for a period of not less than one (1) year from the date of this Agreement. DRGR is entitled to recover its costs, including reasonable attorneys' fees, incurred in collecting sums due to DRGR under this or any other Membership provision or otherwise.
3. Members may select either of the following methods of payment for their Monthly Membership dues: Automatic monthly credit payments from an

American Express, Discover, MasterCard, VISA; or card debit from a checking account. A \$20.00 fee will be assessed for any automatic debit that is rejected for insufficient funds or any failed credit charge.

4. All Members, Guests, and other DRGR facility users must obey the D. Reynolds Gun Range Rules and must review, agree to the terms of, and sign the Adult Release, Assumption of Risk and Indemnity Agreement.
5. All Guests must be accompanied by a Member to be admitted to the firing line. Members are responsible for all actions taken by their Guests and will hold DRGR harmless for property damage, accidents and injuries to or caused by Guests.
6. All Members and Guests are subject to the general policies and rules of operation and administration of DRGR, all of which are intended to provide a safe, professional, friendly and family-oriented club.
7. Any Member or Guest of a Member may be suspended or expelled from the range and/or facility for violation of the Range Rules or for behavior deemed unsafe by DRGR personnel.
8. A Membership may be unilaterally terminated by DRGR if, in the sole discretion of DRGR management, the conduct of a Member or the Member's Guest presents a safety hazard to the Member or to any other user or employee of DRGR or to DRGR facilities. In the event a Membership is terminated by DRGR during the first year of Membership, the Member's Fee will be pro-rated over the first twelve (12) months of Membership and refunded for the unused months. For purposes of this paragraph, a "month" shall consist of any part of a month. For example, if a Membership is unilaterally terminated by DRGR anytime in the first month, the Member would receive a refund of 11/12 of the Fee. After 12 months of Membership, there will be no refund of any portion of the Fee. In no event will there be any refund of any Monthly Membership dues paid.
9. After the first year of Membership, such Membership shall be considered "abandoned" and terminated in the event of non-payment of the Monthly Membership dues for two consecutive months. There is no refund of any portion of the Monthly Membership dues paid in the event Membership is abandoned.
10. Any destruction of DRGR property caused by a Member or a Member's Guest, whether accidental, negligent, willful or otherwise, may result in the violator being removed from the Range and/or facility, suspended or removed from Membership if a Member, and/or criminally prosecuted. In addition, DRGR

reserves the right to assess to the Member a reasonable charge for any such damage, regardless of whether the damage is caused by the Member or the Member's Guest.

11. All Members must allow their photograph to be taken for DRGR records and identification.
12. A Standard Membership may not be transferred or sold.
13. All Members and Guests must present a current Membership Card in order to access the Range.

Member's Initials _____

ADULT RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of being allowed to enter or use the facilities, including but not limited to the shooting ranges, (all of which are hereinafter referred to as the "Facilities") and participate in the activities of the D. REYNOLDS GUN RANGE located at 160 Precision Road, Clarksburg, WV 26301 (DRGR), I hereby agree to each of the following terms and conditions of this Agreement, and I have initialed each as having been read and understood by me.

1. I agree to obey and comply with the Range Rules, general policies and rules of operation and administration of DRGR. INITIALS _____
2. I am familiar with and understand the operation of each firearm (rifle, handgun, shotgun, or machine gun) which I will use at DRGR. The word "operation" includes the safe handling, loading and unloading procedures, and safety mechanisms and features of each firearm. INITIALS _____
3. I understand that DRGR highly recommends the use of newly manufactured commercial ammunition at all times on DRGR Ranges, and when live ammunition is used in the Tactical Range, I accept full and complete responsibility for the inherent risks resulting from my and anyone else's use of reloads or hand loads, including all responsibility for personal injuries to myself and anyone else. I also agree to thoroughly check to be sure I am using the correct ammunition at all times. INITIALS _____
4. I agree that prior to participating in or observing any shooting activities, I will inspect the Facilities, firearms and ammunition to be used and, if I believe

anything is unsafe for any reason, I will so advise a Range Officer and will leave the unsafe portion of the Facilities immediately. INITIALS _____

5. I acknowledge and fully understand that I and all others engaged in shooting, coaching, observing or training with firearms at DRGR will be engaged in activities that involve substantial inherent risks of serious personal injury including disability or death and severe social and economic losses which might result from my actions or 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 ammunitions; INITIALS _____ (b) the failure of others to abide by firearms safety rules or to properly handle or use firearms or ammunition; INITIALS _____ (c) the characteristics, including the design, manufacturing or other defects, of any firearm or ammunition being used by myself or others at DRGR; and INITIALS _____ (d) the characteristics, including the design, construction, and maintenance, of DRGR Facilities including, but not limited to, the multiple firing point ranges. INITIALS _____
6. I recognize that I may be expelled from the Facilities for violation of the Range Rules or for behavior deemed unsafe by DRGR personnel. Decisions regarding expulsion are final. INITIALS _____
7. I accept full responsibility for any damage or destruction I cause to DRGR property, whether accidental, negligent, willful or otherwise. DRGR property includes, but is not limited to, the facility, range equipment, target frames, target supports or mechanisms, firearms, signs, and all equipment, electrical and otherwise. DRGR reserves the right to recover from me a reasonable charge for any such damage and is entitled to recover its costs, including reasonable attorney's fees, incurred in bringing any claim for such damage. INITIALS _____
8. On behalf of myself, my heirs, executors, administrators and assigns, I hereby assume all risk 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" includes, 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. INITIALS _____
9. On behalf of myself, my heirs, executors, administrators and assigns, I hereby waive, release and discharge D. REYNOLDS INVESTMENTS, LLC and D. REYNOLDS GUN RANGE and their affiliates, and their officers, directors, owners (members), managers, employees, agents, successors and assigns

("Released Parties") from any and all claims, demands, 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. INITIALS _____

10. On behalf of myself, my heirs, executors, administrators and assigns, 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 any 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. INITIALS _____
11. I agree that this Adult Release, Assumption of Risk and Indemnity Agreement shall be interpreted according to West Virginia law and that any dispute shall be resolved in West Virginia. INITIALS _____
12. Membership in the D. REYNOLDS GUN RANGE ("DRGR") will be available to persons who are legally able to possess a firearm. DRGR Members must be in compliance with all federal, state and local laws concerning ownership and handling of firearms. Membership will be granted, and may be revoked, at the sole discretion of DRGR. INITIALS _____
13. I certify as follows: (1) that I am not and have never been the subject of a criminal or any other proceeding that prevents me from legally owning, handling or possessing firearms under DRGR or Federal law; (2) that I can lawfully own, handle and possess a firearm; and, (3) that all information given in this Application is true and correct to the best of my knowledge.
INITIALS _____
14. In the event I bring a minor to DRGR, the attached guardian's release, assumption of risk and indemnity agreement has been signed by the minor's legal guardian. INITIALS _____
15. I recognize the safety of everyone at DRGR is my responsibility and I agree not to cause harm to myself or others at DRGR. INITIALS _____

I hereby state that I, the actual signer of this Agreement, am an adult over the age of eighteen (18) years, that I have read and initialed each of the above terms and conditions, that I understand everything set forth above and that I have knowingly given up substantial legal rights by signing below, which I do voluntarily.

Print Full Name _____

Permanent Address _____

City _____ State _____ Zip Code _____

Phone _____ Email _____

AUTOMATIC PAYMENT OF YOUR MONTHLY MEMBERSHIP DUES BY CREDIT OR DEBIT CARD: Automatic bill payments for your monthly Membership Dues are paid automatically from your designated card account. You do not have to write checks! You save the time spent writing and mailing checks, plus the cost of stamps, checks, and envelopes. Your membership fees are paid on time, every time. You never have to worry about forgetting a payment, or mailing it on time. Safe and automatic payments are extremely accurate, and there are no checks to be lost, stolen, or delayed in the mail. To sign up for free automatic credit or debit card payments, complete and sign this Authorization.

AUTHORIZATION FOR AUTOMATIC PAYMENT BY CREDIT OR DEBIT CARD

I authorize D. REYNOLDS INVESTMENTS, LLC to initiate monthly credit card charges or debit card charges to my Bank Account described below:

Type of Credit or Debit Card (Circle One): American Express, Discover, MasterCard, VISA

Card # _____

Name as it Appears on Card _____

Billing Address _____

Expiration Date _____ Security Code # _____

Zip Code Associated with Card _____ Amount _____

Note: The Security Code on a VISA, MasterCard, or Discover is generally a 3-digit number that follows the last four digits of the account number and can be found on the back of the card. The Security Code on an American Express card is generally a 4-digit number located on the front of the card just above the last digits of the account number. I understand and agree that DRGR will charge my credit/debit card or my checking account a monthly fee, identified by the membership payment schedule attached. The billing date is set for the first day of the month. If my card does not successfully charge on that payment day, I understand and agree that DRGR will attempt to charge the card again the following day. I grant DRGR authority to keep my signature on file and to charge my card as directed. This authorization will remain in full force and effect until DRGR has received written notification from me of its termination. Such written notification must be received by DRGR at least thirty (30) days prior to the next scheduled payment date. I agree to provide DRGR with accurate and complete billing information including legal name, address, telephone number and card billing information. I further agree to notify DRGR of any card changes thirty (30) days prior to the next scheduled payment date. All written instructions must be delivered to DRGR by mail or facsimile and must be signed by me. I understand and agree that failed charges to my credit card account or checking account may subject me to an additional administrative fee of \$20.00 per failed charge. I may pay this fee by cash or money order prior to my next scheduled payment date.

Member's Signature _____ Date _____

PAYMENT: Twelve (12) monthly payments drawn automatically on the first day of each month.