



Hold Harmless Agreement, Limits of Liability, Assumption of Risk and Indemnity Agreement for Range and Reball Use

FIREARMS:

In no event shall the management of Openrange, Inc., its shareholders, officers, heirs, consigns, and/or employees be held responsible or liable for acts or omissions, for any indirect, direct, incidental, special or consequential damage or costs whatsoever resulting from or related to the use or misuse of firearms on any of the shooting range facilities.

Openrange, Inc. officials have taken precautions to ensure user safety during your visit to the facility and shall not be held liable for any act or omission outside its jurisdiction and control or directly related to negligence on the part of a customer. Steps taken by Openrange, Inc., include the training of range officers, field operators, and management staff. Customers of this facility have been notified of safety rules.

General Public customers expressly agree to hold Openrange, Inc. harmless for any acts or omissions on their part as it relates to:

-Transportation of firearms to and from the facility and to certify that the method used to transport said firearms conforms to the laws of the State of Kentucky.

-Handling of or using firearms while participating in live-fire events on any of the ranges.

General Public customers affirm that they are knowledgeable of the firearms and ammunition they will use while visiting the range and that they have received, read, understand, and will comply with posted and published rules and regulations as it relates to the use of said facilities, and/or that they have been informed that basic firearms education courses are available to any user who is unfamiliar with shooting as a recreational activity. Further, that failure to comply with above could result in their expulsion from the range and receive temporary and/or permanent loss of range privileges.

General public customers expressly understand that Openrange, Inc. management reserves the right to refuse access to any person(s) for any reason that might result in a safety violation, damage to the facilities, or who become a safety hazard, i.e., they demonstrate unsafe firearm handling practices, a lack of proper training, their use of an unsafe firearm, they become loud, boisterous or disruptive, fails to wear the minimum footwear (sandals), or any other act or omission that is contrary to established criteria, for operating a safe and efficient shooting range.

General public customers affirm, by their signature, that they have refrained from being under the influence of alcoholic beverages or drugs while on property owned and/or controlled by Openrange, Inc. Further, customers affirm they understand the consumption of drugs or alcoholic beverages is expressly prohibited on Openrange property, and that any person(s) who, strictly by our observations, appear to be under the influence of alcohol or drugs or emotionally unstable, shall be denied access to any part of the facility.

General public customers do hereby affirm that they alone shall assume full responsibility for their own actions while visiting the Openrange facility and that any injury sustained either by their act or omission directly attributed to the lack of training, or careless acts shall be borne by themselves.

General public customers do hereby affirm that the ammunition they will use in their firearm(s) has been properly loaded, either by a licensed manufacturer or if the ammunition has been hand loaded by themselves that it was done so by following established criteria as contained in leading reloading manuals; and further that said reloads meet or exceed factory specifications regarding safety. Further, that I understand **that I MAY NOT USE STEEL OR ALUMINUM CASE, ARMOR PIERCING, STEEL CORE, INCENDIARY, or TRACER AMMUNITION** and that if I do, any damages resulting such use may be billed directly to me; i.e., damage to range structures or fires.

GENERAL PUBLIC CUSTOMERS ACKNOWLEDGE THEY WILL BE CHARGED \$5 PER OCCURRENCE FOR SHOOTING WALLS, FLOORS, CEILINGS, BAFFLES, DOORS, TARGET CARRIERS (OR ANY OBJECT BESIDES THE TARGET AND THE BACKSTOP), \$15 FOR SHOOTING LIGHT BULBS, \$50 FOR SHOOTING LIGHT FIXTURES, \$50 FOR SHOOTING FIRE EXIT STROBES, AND \$250 FOR SHOOTING CAMERAS. Full replacement fee will be charged for damaging shooting stalls (BULLET PROOF GLASS divider is ~\$3,200, TABLES ~ \$250). If you feel you cannot abide by this regulation, Openrange suggests you take a firearms handling class to better prepare yourself for your experience at Openrange. If you shoot the above mentioned objects, the safety of your gun handling is in question and we enforce these rules for your safety. General public customers acknowledge that if for any reason, they should intentionally use unsafe firearms practices to inflict body injury or death to themselves or others, their family as well as all estate heirs will be held liable.



PAINTBALL / REBALL:

In consideration of participating in the SPORT OF PAINTBALL I represent, that I understand the nature of this Activity involve risks of serious bodily injury, Including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releases" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs. And damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue Openrange, Inc its respective administrators, directors, agents, officers, volunteers, and employees. Other participants, any sponsors, advertisers, and if applicable, owners and leasers of premises on which the Activity takes place, (each considered one of the "RELEASES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence or the "releases" or otherwise, including negligent rescue operations; and I further agree that if, despite this release Waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the releases, I will indemnify, save, and hold harmless each of the releases from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement and assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

During the course of visiting Openrange I acknowledge my image will be captured by closed circuit TV and possibly by attendees or staff taking photos or videos of activities. These photo's / images may be used for promotion and participant releases his/her likeness to be used by Openrange without further consent.

AGREEMENT SIGNATURE & PERSONAL INFO FOR GUN RANGE & REBALL

_____ ● _____ ●
 PRINTED NAME OF PARTICIPANT SIGNATURE OF PARTICIPANT

_____ ● _____ ●
 DRIVERS LIC #(PARENTS IF UNDER 16) BIRTHDAY IF UNDER 18

CELL PHONE #: _____ ● HOME PHONE #: _____ ●

EMAIL _____ ● (FOR CONTACT AND NEWS UPDATES)

STREET ADDRESS: _____ ●

CITY _____ ● STATE _____ ● ZIP CODE _____ ●

EMERGENCY CONTACT NAME _____ ● EMERGENCY TELE # _____ ●

**PARENTAL CONSENT
(MANDATORY IF UNDER 18 YEARS AGE)**

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releases from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the releases or otherwise, including negligence rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releases from any litigation expenses, attorney fees, loss liability, damage, or cost any Release may incur as the result of any such claim.

_____ ● _____ ●
 PRINTED NAME OF PARENT / LEGAL GUARDIAN SIGNATURE OF PARENT / LEGAL GUARDIAN