

## 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 Bluegrass Gun & Range, LLC located at 1105 Industry Road., Lexington, KY 40505 ("BGR"), 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 have read the Bluegrass Gun & Range, LLC Rules, a copy of which has been given to me by BGR. 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 BGR Facilities. I verify that, before using the Facilities, I either have watched or will watch the BGR safety presentation. I agree to obey and comply with the Range Rules, general policies and rules of operation and administration of BGR.
2. I am familiar with and understand the operation of each firearm (rifle, handgun, shotgun, or machine gun) which I will use at BGR. The word "operation" includes the safe handling, loading and unloading procedures, and safety mechanisms and features of each firearm.
3. I understand that BGR highly recommends the use of newly manufactured commercial ammunition at all times on BGR 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.
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.
5. I acknowledge and fully understand that I and all others engaged in shooting, coaching, observing or training with firearms at BGR 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 or the 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 ammunition;
  - (b) the failure of others to abide by firearms safety rules or to properly handle or use firearms or ammunition;
  - (c) the characteristics, including the design, manufacturing or other defects, of any firearm or ammunition being used by myself or others at BGR;
  - (d) the characteristics, including the design, construction, and maintenance, of BGR's Facilities including, but not limited to, the multiple firing point ranges, and
  - (e) the inability of BGR personnel (including Range Officers) to, at all times, monitor or supervise BGR members, their guests, hourly fee users and others using the BGR Facilities including said ranges
6. I recognize that I may be expelled from the Facilities for violation of the Range Rules or for behavior deemed unsafe by BGR personnel. Decisions regarding expulsion are final.
7. I accept full responsibility for any damage or destruction I cause to BGR property, whether accidental, negligent, willful or otherwise. BGR 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. BGR reserves the right to recover from me a reasonable charge for any such damage and is entitled to recover its costs, including reasonable attorneys' fees, incurred in bringing any claim for such damage.
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.
9. On behalf of myself, my heirs, executors, administrators and assigns, I hereby waive, release and discharge Bluegrass Gun & Range, LLC 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

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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.

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.

11. I agree that this Adult Release, Assumption of Risk and Indemnity Agreement shall be interpreted according to Kentucky law and that any dispute shall be resolved in Kentucky.

12. Membership in the Bluegrass Gun & Range, LLC ("BGR") will be available to persons who are legally able to possess a firearm. BGR 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 BGR.

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 BGR 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.

14. In the event I bring a minor to BGR, the attached guardian's release, assumption of risk and indemnity agreement has been signed by the minor's legal guardian.

15. I recognize the safety of everyone at BGR is my responsibility and I agree not to cause harm to myself or others at BGR.

I hereby state that I, the actual signer of this Agreement, am an adult over the age of 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.

Signature: \_\_\_\_\_ Print full name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

I understand these basic rules of firearms safety and I agree to follow them at all times. I certify that I am 18 years of age for a longun rental and/or 21 years of age handgun rental.

Signed under the pains and penalties of perjury this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_

Signature

If you are a parent or guardian signing on behalf of a minor please print minor's name.

\_\_\_\_\_

Minor's Name

Emergency Contact Name & Phone #: \_\_\_\_\_