

STANDARD MEMBER APPLICATION AND AGREEMENT

Family _____ First Responder or LE/Military _____ Gold _____ Silver _____
Weekday _____

Please provide the following information, printing legibly:

Member: Last _____ First _____
Middle _____

Full
Address: _____

City _____ State _____
Zip _____

Telephone #: Home _____ Work _____
Cell _____

Email Address: _____
DOB: _____

Emergency Contact: _____
Telephone#: _____

Relationship to Member: _____

Previous Member? Yes No Phone Enrollment? Yes No

How did you hear about us?

Method of Payment? Upfront Monthly (See paragraph 4 of the Terms and
Conditions.)

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.

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 Kentucky 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.

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 Bluegrass Gun and Range Rules.

Member's Signature _____

Date _____

FOR BGR USE ONLY

Terms & Conditions Initialed _____

Initiation Fee Received _____

Adult Release, Assumption of Risk & Indemnity Agreement, Initialed, Signed & Received _____

Monthly Payment Authorization Signed & Received _____

Upgrade Box Checked if Applicable _____

Printed Name of Authorized BGR

Agent _____

Account # _____

Signature of Authorized BGR

Agent _____

STANDARD MEMBERSHIP TERMS AND CONDITIONS

1. ("BGR") is available for use by all BGR Members, Guests of Members, private citizen groups and by the general public. BGR Memberships are available to provide preferred access, discounts for merchandise, services and facility use, and other benefits. BGR Membership is subject to the Membership Terms and Conditions stated herein. Membership will be granted, and may be revoked, at the sole discretion of BGR.

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 day of this Agreement. BGR is entitled to recover its costs, including reasonable attorneys' fees, incurred in collecting sums due to BGR under this or any other Membership provision or otherwise. A cancellation fee of \$100 or the balance of the contract, whichever is less, will be assessed to the member if cancellation is required within the first twelve (12) months of this agreement.

3. All Memberships are subject to payment of a one-time non-refundable Initiation Fee and timely payment of Monthly Membership dues. The Initiation Fee and Monthly Membership dues for each level of Membership vary based on the level of Membership purchased, special BGR promotions and Membership availability. The first payment of Membership dues shall include a pro rata fee for the period between the date of the Membership Agreement and the first of the following month, as well as the first payment of Membership dues for the first full month of Membership. Membership dues and benefits may be reviewed and adjusted by BGR at any time. In the event of a fee change, the Member will be notified at least 60 days in advance of such change.

4. 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 fee will be assessed for any automatic debit that is rejected for insufficient funds or any failed credit charge.

5. All Members, guests, and other BGR facility users must obey the Bluegrass Gun & Range LLC Rules and must review, agree to the terms of, and sign the Adult Release, Assumption of Risk and Indemnity Agreement. Furthermore, all first-time Members, Guests, and other BGR facility users must participate in the BGR range orientation and watch the BGR safety presentation before shooting at the range.
6. 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 BGR harmless for property damage, accidents and injuries to or caused by Guests.
7. All Members and guests are subject to the general policies and rules of operation and administration of BGR, all of which are intended to provide a safe, professional, friendly and family-oriented club.
8. 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 BGR personnel.
9. A Membership may be unilaterally terminated by BGR if, in the sole discretion of BGR 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 BGR or to BGR facilities. In the event a Membership is terminated by BGR during the first year of Membership, the Member's Initiation Fee will be pro-rated over the first 12 months of Membership and refunded for the unused months of the first year. For purposes of this paragraph, a "month" shall consist of any part of a month. For example, if a Membership is unilaterally terminated by BGR anytime in the first month, the Member would receive a refund of 11/12 of the Initiation Fee. After 12 months of Membership, there will be no refund of any portion of the Initiation Fee. In no event will there be any refund of any Monthly Membership dues paid. In any circumstance other than unilateral Membership termination by BGR in the first 12 months of Membership, the Initiation Fee is non-refundable.
10. 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 Initiation Fee or Monthly Membership dues paid in the event Membership is abandoned.
11. Any destruction of BGR 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, BGR 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.
12. All Members must allow their photograph to be taken for BGR records and identification.
13. A Standard Membership may not be transferred or sold.
14. All members and guests must present a current photo ID 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 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.

INITIALS _____

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.

INITIALS _____

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.

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 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;

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, or any firearm or ammunition being used by myself or others a BGR;

INITIALS _____

(d) the characteristics, including the design, construction, and maintenance, of BGR's Facilities including, but not limited to, the multiple firing point ranges; and

INITIALS _____

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.

INITIALS _____

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 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 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 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 Kentucky law and that any dispute shall be resolved in Kentucky.

INITIALS _____

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.

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 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.

INITIALS _____

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.

INITIALS _____

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.

INITIALS _____

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.

Print full name _____

Permanent address _____

City _____ State _____

Zip _____

Phone _____ E-mail _____

Gov't Issued ID/Passport No. _____

State/Country of Issue _____

Emergency Contact Name & Phone

BGR Rep _____

**AUTOMATIC PAYMENT OF YOUR MONTHLY MEMBERSHIP
DUES
BY CREDIT OR DEBIT CARD**

Automatic Bill Payments

Your monthly Membership Dues are paid automatically from your designated card account. You don't have to write checks!

Time & Money Savings

You save the time spent writing and mailing checks, plus the cost of stamps, checks, and envelopes.

Reliable

Your Membership Fees are paid on time, every time. You never have to worry about forgetting a payment, or mailing it on time.

Safe

Automatic payments are extremely accurate, and there are no checks to be lost, stolen, or delayed in the mail.

Free

To sign up for automatic credit or debit card payments, complete and sign this Authorization.

Authorization for Automatic Payment by Credit or Debit Card

I authorize the Bluegrass Gun & Range, LLC (BGR) to initiate monthly credit card charges or debit card charges to my Bank Account described below:

Type of Credit Card or Debit Card: American Express MasterCard Visa
Checking

Card # _____

Name as it appears on
card _____

Billing
Address _____

Expiration Date _____ Security

Note: The Security Number on a VISA or MasterCard 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 Number 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 BGR will charge my credit card/debit my checking account a monthly fee, identified by the membership payment schedule attached. The billing date is set for the last day of the month. If my card does not successfully charge on that payment day, I understand and agree that BGR will attempt to charge the card again in 10 days.

I grant BGR authority to keep my signature on file and to charge my card as directed. This authorization will remain in full force and effect until BGR has received written notification from me of its termination. Such written notification must be received by BGR at least 30 days prior to the next scheduled payment date. I agree to provide BGR with accurate and complete billing information including legal name, address, telephone number and card billing information. I further agree to notify BGR of any card changes 30 days prior to the next scheduled payment date. All written instructions must be delivered to BGR 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 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 SCHEDULE

Two (2) monthly payments are collected up front, followed by ten (10) subsequent payments drawn automatically on the last day of each month.

Family Membership – First payment \$88, then \$44 per month.

First Responder or LE/Military Membership – First payment \$40, then \$20 per month.

Gold V.I.P. Membership – First payment is \$100, then \$50 per month.

Silver Membership – First payment is \$55, then \$27.50 per month.

Weekday Membership – First payment is \$40, then \$20 per month.

Revised 12/1/2016