# **LIBERTY FIREARMS INSTITUTE RANGE WAIVER & RELEASE**

### Range Fees - Priced per hour

One-time background check fee per each shooter 18+ going on the range. Range time starts and stops with the exchange of current government issued photo identification for a lanyard at the range concierge desk.

Range	Single	Shared
25/50 yard	\$30	\$45
100 yard	\$30	\$45
Simulation/Bobber	\$30	N/A
Archery	\$10	N/A

### Rental Fees -Priced per person

Must be 21+ for firearm rentals, ammunition must be purchased from LFI at current market price

Firearms Rental Pricing						
Handgun	\$15					
Long Gun	\$25					
Exotic	\$30					
Gatling Gun	\$50					
Full-Auto	\$50					

# **CLOSED TOED SHOES ARE REQUIRED**

FULL LEGAL NAME:			
FIRST		MIDDLE	LAST
DATE OF BIRTH:\	\	SSN:	
	DE		CURITY NUMBER help prevent misidentification)
SEX:	PHONE N	UMBER: ()	
EMAIL:			
BILLING ADDRESS:	ARMS	INSTI	TUTE
CITY:	STATE:	ZIP	CODE:
EMERGENCY CONTACT NAME:			
	FIRST	LAST	
RELATIONSHIP:	PHONE NUMBER:		

### **Background Screening Consent**

The information you provide will be used to determine whether you are prohibited from utilizing the shooting ranges at Liberty Firearms Institute.

1. Are you under indictment or information in any court for a <b>felony</b> , or any other crime, for which the judge could imprison you for more than a year, or are a current member of the military who has been charged with violation(s) of the Uniform Code of Military Justice and who charge(s) have been referred to a general court-martial?				
2. Have you ever been convicted in any court, including a military court, of a <b>felony</b> , or any other crime, for which the judge could have imprisoned you for more than one year, even if you received a shorter sentence including probation?				
3. Are you a fugitive from justice?	YES	NO		
4. Are you an unlawful user of, or addicted to, marijuana or any depressant, stimulant, narcotic drug, or any other controlled substance?	YES	NO		
5. Have you ever been adjudicated as a mental defective <b>OR</b> have you ever been committed to a mental institution?				
6. Have you been discharged from the Armed Forces under dishonorable conditions?				
7. Are you subject to a court order, including a Military Protection Order issued by a military judge or magistrate, restraining you from harassing, stalking, or threatening your child or an intimate partner or child of such partner?  YES				
8. Have you ever been convicted in any court of a misdemeanor crime of domestic violence, or are you or have you even been a member of the military and been convicted of a crime that included, as an element, the use of force against a person?				
9. Country of citizenship (Check/List more than one, if applicable. Nationals of the United States may check U	J.S.A.)			
☐ United States of America ☐ Other Country/Countries (specify):				
10. Have you ever renounced your United States citizenship?  YES				
11. Are you an alien <b>illegally</b> or <b>unlawfully</b> in the United States?				
12. Are you an alien who has been admitted to the United States under a nonimmigrant visa?				

Per federal law, if you are such an alien, you must meet the requirements or exceptions of the LFI Foreign Nation Policy and provide documentation to access LFI ranges.

By signing below, I hereby authorize Liberty Firearms Institute and its designated agents and representatives as required by the Town of Johnstown to conduct a comprehensive review of my background generating a report to determine eligibility to enter and or use the shooting range(s). I certify that my answers above are true, correct, and complete. I understand that the scope of the report may include, but is not limited to the following areas: verification of social security number; current and previous residences; drug testing history, civil and criminal history records from any criminal justice agency in any or all federal, state, county jurisdictions; birth records, and any other public records. I understand that by making any false oral, written statement, or exhibiting any false or misrepresented identification with respect to this background check, that my privileges will be immediately revoked with the complete and total forfeiture of any dues or fees paid to Liberty Firearms Institute.

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(Signature)	(Date)

## **Liberty Firearms Institute's Firearm Range Safety Rules**

FAILURE TO ABIDE BY ANY OF THESE RULES MAY RESULT IN LOSS OF SHOOTING PRIVILEGES AND/OR REMOVAL FROM THE RANGE. THESE REGULATIONS ARE FOR YOUR SAFETY AND THE SAFETY OF THOSE AROUND YOU.

- 1. FOLLOW ALL FIREARM SAFETY RULES:
  - a. TREAT ALL FIREARMS AS IF THEY ARE LOADED.
  - b. NEVER POINT A FIREARM AT ANYTHING YOU ARE NOT WILLING TO DESTROY.
  - c. KEEP YOUR FINGER OFF THE TRIGGER UNTIL YOUR SIGHTS ARE ON THE TARGET.
  - d. BE AWARE AND ALWAYS IDENTIFY YOUR TARGET.
- 2. Eye and ear protection are to be worn at all times. Closed-toed shoes are required.
- 3. Valid photo identification is required.
- 4. All Federal, State, and Local laws must be obeyed and will be enforced. Convicted felons are not allowed in the range.
- 5. All forms of food, beverages, gum, alcohol, and tobacco are prohibited. No person under the influence of alcohol or drugs is permitted in the range.
- 6. Children: under age 18 must be accompanied by a parent or guardian at all times; under the age of 15 are not allowed to shoot machine guns; under the age of 10 are not allowed in the range. Exceptions can be approved by the Range Marshal.
- 7. Commands issued by range personnel must be obeyed immediately and without question.
- 8. When the command "CEASE FIRE" is given, stop shooting IMMEDIATELY and await further instruction from range personnel. A "CEASE FIRE" can be called at any time if they feel that safety has been compromised.
- 9. No shooters may go or reach beyond the firing line. If assistance is needed, notify range personnel.
- 10. Only one uncased firearm is allowed in each booth at a time. All firearms not on the firing line must be unloaded. All firearm manipulations including: firing, loading, casing, malfunction clearing, etc., must be done within the firing booth. Loaded handguns leaving the range must be holstered while on LFI property.
- 11. Firearms left unattended anywhere in the facility, will be reported to law enforcement.
- 12. Two people are allowed to be in a booth, with only one firing at any time.
- 13. No holster, quick draw, or rapid fire shooting is allowed in the range without range personnel approval.
- 14. Know how to safely operate your firearm. If assistance is needed, notify range personnel.
- 15. <u>ABSOLUTELY NO TRACERS OR INCENDIARY ROUNDS</u> ALLOWED! Any use of these rounds will result in immediate and permanent removal from the range.
- 16. Use of armor piercing ammunition, any ammunition with steel or ceramic material, or flame producing ammunition is prohibited. Shotgun slugs may be fired in approved lanes only. No buckshot or birdshot of any kind may be fired in the range. Range Safety Officers must be notified if you plan to shoot reloaded ammunition.
- 17. Front and rear sight required on all firearms for safe shooting. Range personnel reserve the right to inspect any firearm or ammunition.
- 18. Only paper targets are allowed in the range. Fire only at targets in your lane.
- 19. Please do not offer assistance, help, advice, or "pointers" unless asked for. Teaching or instructing for a profit/fee by a member, guest, or visitor is not permitted on LFI property without express written consent of LFI.
- 20. Each shooter will be held financially responsible for any damage caused to LFI property or equipment, whether accidental, willful, or otherwise.

## **Liberty Firearms Institute's Archery Range Safety Rules**

FAILURE TO ABIDE BY ANY OF THESE RULES MAY RESULT IN LOSS OF SHOOTING PRIVILEGES AND/OR REMOVAL FROM THE RANGE. THESE REGULATIONS ARE FOR YOUR SAFETY AND THE SAFETY OF THOSE AROUND YOU.

- 1. FOLLOW ALL ARCHERY SAFETY RULES:
  - a. NEVER DRY FIRE A BOW.
  - b. NEVER POINT A BOW AT ANOTHER PERSON.
  - c. ONLY NOCK ARROWS ON A HOT FIRING LINE AND THEY MUST REMAIN POINTED DOWN RANGE.
  - d. NO ONE IS ALLOWED BEYOND THE FIRING LANE UNLESS THE RANGE IS COLD AND EVERYONE IS AWARE.
- 2. Commands issued by LFI Staff must be obeyed immediately and without question.

- 3. High draws are prohibited.
- 4. Only equipment in good working condition and suitable for target practice may be used, check equipment regularly for cracks and twisting. If in doubt, have it checked by an LFI Bow Technician.
- 5. Do not draw a bowstring back further than the length of the arrow for which it is intended.
- 6. Do not shoot broadhead arrows at 3D targets.
- 7. No running in the archery range.
- 8. Paintball guns, air guns, pistols, rifles, or other high-powered weapons are prohibited from use in the archery range.
- 9. All forms of food, beverages, gum, alcohol, and tobacco are prohibited. No person under the influence of alcohol or drugs is permitted in the range.
- 10. Children: under age 16 must be accompanied by a parent or guardian at all times; under the age of 10 are not allowed in the range. Exceptions can be approved by LFI Staff.
- 11. All spectators, or people on the range not firing, must remain well behind the designated firing line.
- 12. Observe a limit of 5 arrows per end.
- 13. Each shooter will be held financially responsible for any damage caused to LFI property or equipment, whether accidental, willful, or otherwise.

# Waiver, Release of Liability, and Assumption of Risk

In consideration for being permitted to participate in the Activities (as defined below),
\_\_\_\_\_\_\_\_, (referred to as "I" or "me") I hereby agree (to the fullest extent permitted

(FULL NAME PRINTED HERE)

by law) to the following on behalf of myself and on behalf of any minors who are under my legal care or supervision at 4990 Ronald Reagan Blvd., Johnstown, CO 80534, release from liability and waive the right to sue Liberty Firearm Institute, LLC, and LFI Shooting Sports, LLC. ('the Institute') including, without limitation, the use of personal, borrowed, and/or rented firearms and/or bows in Institute ranges (collectively, "Activities"). The term "bow" as used in this document, or on any signage on Institute property, applies to any item that discharges an arrow or bolt under power from a string, cable, or drawstring (including, but not limited to, recurve bows, compound bows, longbows, and crossbows). The term "firearm" as used in this document, or on any signage on Institute property, applies to any item that discharges a projectile from a barrel when a trigger is pulled (including air guns).

### **ASSUMPTION OF RISK:**

I am voluntarily participating in the aforementioned Activities and I am participating in the Activities entirely at my own risk. I fully understand, acknowledge, and voluntarily accept the risks associated with participating in these Activities, which may include, but are not limited to: physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability including paralysis, economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel to and from the Activities, or from conditions at the Activities location(s). Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this inherently dangerous Activities. I also understand that neither the Institute nor the facility may eliminate the inherit risks in the Activities. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Institute from any claim based on such treatment or other medical services. I am aware and understand that I should carry my own health insurance.

### INDEMNIFICATION:

I unconditionally agree that I and my survivors, dependents or heirs will indemnify, defend, and hold harmless the Institute, any employee, assistant, contractor, proprietor, owner, co-owner, manager, associate or possessor of the land and/or facilities, or any other employee in any capacity of the Institute from any and all claims, loss or damage, liabilities and costs, including, without limitation, attorney's fees and costs, any physical, mental, or psychological harm or damages, injury, death, or property damage sustained or endured while utilizing the Institute facilities occurred as a

result of, but not limited to, my and/or my children's negligent or unsafe actions, personal, borrowed, and/or rented equipment, any act of nature, or any unforeseeable event, chain of events or incident, or actions of any agent of the facility.

REPRESENTATIONS & WARRANTIES: I make the following representations and warranties: (1) I am at least 18 years of age and able to lawfully possess firearms and ammunition: (2) I have read and understood Liberty Firearms Institute's Range Safety Rules; (3) I agree to abide by all written, video, or verbal safety rules issued by members of the Institute's range staff; (4) I agree to be financially responsible for and reimburse the Institute for any damages to the facility and/or equipment; (5) I have no medical, physical, or mental conditions that compromise my safety, and the safety of others while participating in the Activities, and (6) I attest that any bows, arrows, firearms, ammunition, and other personal equipment provided by me or my children for use in the Institute are safe and reliable. I further acknowledge that the Institute is not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity.

I hereby irrevocably permit, authorize, grant, and license the Institute and its affiliates, successors, and assigns, and the employees, officers, directors, and agents of each and all of them ("Authorized Persons"), the rights to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use my image, likeness, and all materials created by or on behalf of the Institute that incorporate any of the foregoing ("Materials") in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created on any platform and for any purpose, including but not limited to advertising, public relations, publicity, packaging, and promotion of the Institute and its affiliates and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to me.

I hereby acknowledge that I have carefully read this waiver and release and fully understand that it is a release of liability. I expressly agree to release and discharge the Institute and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against the Institute, for personal injury or property damage. To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on part of the Institute, its agents, and employees. I agree that this Waiver and Release shall be governed for all purposes by Colorado law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Colorado and I hereby consent to the exclusive jurisdiction of such courts. In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

This Waiver and Release of Liability shall remain in effect for the duration of my participation in the activity, during this initial and all subsequent events of participation.

This agreement was entered into without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both I as a participant, and the Institute, agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into

In the event that any provision contained within this Waiver and Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written construed and enforced as so limited.

voluntarily giving up substantial legamy children listed on this form, violashooting and/or archery range may	al right ate an be ter ormati	ts, including the right y rules, regulations, o mporarily suspended o on, that my privileges	to sue tl r guideli or perma	s of this waiver and release and that I am ne Institute. I agree and understand that if I, or nes of the Institute that my privilege to use the anently revoked, and I also agree that if I have immediately revoked with the complete and total
(Signature)				(Date)
I hereby agree that I am solely response	onsible	e for the behavior and	l well-be	ing of myself and my <mark>children</mark> listed on this form.
Please list the names of any children	າ unde	er age 18 that will acco	ompany	you during any visit:
Child/a\ Full Lagal Names	C	Data of Divide	۸ ا	Contification (a) 11 - to Cofet (Marlhoine Comme

Child(s) Full Legal Name:	Sex	Date of Birth	Age:	Certification(s): Hunte <mark>r S</mark> afety/Makhaira Group Courses
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