

RANGE RULES, REGULATIONS & WAIVER OF LIABILITY FORM

DARK STORM INDUSTRIES, LLC. INDOOR SHOOTING RANGE

4116 SUNRISE HIGHWAY, OAKDALE, NY 11769

Must be signed and followed by all who enter the range to shoot

SHOOTER INFORMATION (Please Print Clearly)

Name: _____

Member or Session # : _____

Please complete the following:

- | | Y | N |
|---|--------------------------|--------------------------|
| 1. Are you under 18 years of age. If so, you must be accompanied by a parent or legal guardian | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are you a fugitive from justice | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are you an unlawful user of, or addicted to, marijuana or any depressant, stimulant or narcotic drugs or any other controlled substance? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Have you been convicted in any court of a felony or a serious offense? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Have you been adjudicated mentally defective or committed to a mental institution? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Have you been convicted in any court of a misdemeanor crime of domestic violence? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Are you subject to a court order restraining you from harassing, stalking or threatening an intimate partner or child of such partner? | <input type="checkbox"/> | <input type="checkbox"/> |

RANGE RULES & REGULATIONS

1. THIS IS A HOT RANGE. BE PREPARED, AS FIRING MAY COMMENCE AT ANY TIME
2. EYE AND EAR PROTECTION IS ALWAYS REQUIRED
3. FIREARMS MUST BE HOLSTERED, STORED UNLOADED OR POINTED DOWN RANGE
4. FIREARMS IN USE SHOULD BE UNLOADED, ACTION OPEN, UNTIL READY TO FIRE
5. KEEP THE FIREARM ON SAFE AND YOUR FINGER OFF THE TRIGGER UNTIL READY TO FIRE
6. NO LOADING / UNLOADING OR CLEARING A FIREARM OUTSIDE OF THE SHOOTING BOOTH
7. USE AN APPROPRIATE TARGET, PLACED AT SHOOTING LEVEL TO ENSURE PROPER BACKSTOP
8. DO NOT SHOOT AT THE FLOOR, WALLS, TARGET HOLDERS, OR ADJACENT TARGETS
9. SHOOTERS ARE FINANCIALLY RESPONSIBLE FOR DAMAGE TO RANGE
10. IMMEDIATELY FOLLOW ANY RANGE OFFICER COMMANDS
11. TRACER, ARMOR PIERCING AND STEEL CORE AMMUNITION ARE PROHIBITED
12. NO ONE IS PERMITTED FORWARD OF THE FIRING LINE AT ANY TIME
13. NO FOOD OR DRINK IS PERMITTED INSIDE RANGE
14. CLEAN UP YOUR BRASS, TARGETS AND ANY GARBAGE BEFORE LEAVING
15. FAILURE TO FOLLOW THE RULES WITH RESULT IN EXPULSION WITHOUT A REFUND
16. MAXIMUM CALIBER: PISTOL .500, RIFLE (UNDER 2000 FPS) .50, RIFLE (OVER 2000 FPS) .308

RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I hereby acknowledge that I have voluntarily applied to enter and to engage in or observe shooting and other activities at the Indoor Shooting Range (the "RANGE") at Dark Storm Industries, LLC. (DSI). These activities include, but are not limited to, the use and discharge of firearms at the RANGE, the use and discharge of rental firearms provided by the RANGE and the services and training by employees of the RANGE.

I acknowledge and understand that shooting activities are inherently hazardous and involve both known and unanticipated risks which could result in damage or destruction of property and physical or emotional injury, including paralysis or death, of myself or of other persons. These risks include, but are not limited to: being shot by or shooting myself or others; partial or total loss of eyesight or hearing; inhalation or other harmful contact with lead or other contaminants; and being struck by flying or falling objects. I further understand that the discharging of firearms and the use of ammunition have inherent dangers that no amount of care, instruction, or expertise can eliminate.

I further acknowledge and understand that the RANGE is an indoor shooting facility which utilizes a series of component parts, including a bullet trap to decelerate discharged ammunition; however, I understand that these component parts and bullet traps of the RANGE, do not, in every instance, contain bullets or bullet fragments and has been known to cause ricochets which could cause serious personal injury or death.

I further acknowledge and understand that DSI makes no warranty as to the design, manufacture, condition or fitness for any purpose of any RANGE facilities or equipment, including, but not limited to: firearms, ammunition, eye/hearing protection, and first-aid supplies.

As lawful consideration for being permitted by the DSI to enter on to the RANGE, to use RANGE facilities or equipment and to engage in or observe shooting and other activities at the RANGE, as either a Member or a Guest, I agree as follows:

I agree to assume full responsibility for any and all risks, injuries, or damages, known or unknown, of whatsoever any kind and nature, which I might incur as a result of entering on to the RANGE and in using RANGE facilities or equipment and in engaging in or observing shooting and other activities at the RANGE. I agree to assume all responsibility and liability for any act or acts, even negligent, reckless, or criminal act or omission to act, of my Guests at the RANGE. (I understand that "my Guests" includes any and all persons who enter on to the RANGE, use the RANGE facilities or engage in or observe shooting and other activities at the RANGE as a result of my express invitation, permission or consent). I agree that I will ensure that each of my Guests read and sign a "Release, Assumption of Risk and Indemnity Agreement." Guests also include any MINORS under guardianship of the undersigned (MINOR is defined as any person under the age of 18 on the date the activities on RANGE are to take place). Each MINOR participating in RANGE activities must be included in the GUARDIANSHIP section at the bottom of this document and is therefore also bound by "Release, Assumption of Risk, and Indemnity Agreement."

I agree to abide by DSI's Range Rules & Regulations and to ensure my Guests do so as well. I knowingly, voluntarily and expressly waive any and all claims I, my next of kin, heirs, guardians, representatives, assigns or any other person claiming under me completely and without reservation that I may have against DSI, its agents, officers, members, employees, instructors, volunteers, or representatives from any and all injuries or damages that I may sustain as a result of me entering on to the RANGE, using RANGE facilities or equipment, or engaging in or observing shooting range activities. Also, I, my next of kin, heirs, guardians, representatives, assigns or any other person claiming under me, forever release, waive, discharge and covenant not to sue DSI, its agents, officers, members, employees, instructors, volunteers, or representatives for any personal injury, death, disability, property damage, property theft or acts and/or omissions of whatsoever kind and nature including, but not limited to, those caused by its negligence or other acts including, but not limited to, those acts and/or omissions of other participants or persons at the RANGE.

I further acknowledge and agree that it is my understanding and intent that this Agreement, and any signed written amendments or modifications to it, shall remain in full force and effect from the date of execution and ever after shall be applicable to each and every occasion that I or my Guests enter on to the RANGE, use RANGE facilities or equipment or engage in or observe shooting and other activities at the RANGE. I further agree to accept financial responsibility for the repair of any EQUIPMENT that I rent, borrow, or use that is owned by the DSI in the event that damages were directly caused by MINE or my GUESTS inappropriate use of said EQUIPMENT. I also acknowledge that I will be charged for any damage caused to the range and range equipment. I also understand that if I, or my guest, shoot any part of the range support systems, carriers, or baffles, I will be charged \$20 per round and/or will be asked to leave the range until further notice. I agree that Membership may be forfeited as a result.

I have carefully read this "Release, Assumption of Risk and Indemnity Agreement" and fully know its contents. I acknowledge that no other inducement, assurance or guarantee has been made to me in consideration of my signing this Agreement which I sign voluntarily and of my own free will. I further acknowledge and agree that this Agreement may be amended or modified only by a writing signed by me and by an authorized agent of the DSI.

CERTIFICATION OF GUARDIANSHIP

I certify that I am the Parent of Legal Guardian of the minor(s) named below and I will accompany and supervise them at all times while shooting and or in the RANGE.

Name of Minor

Name of Minor

Name of Minor

Name or Member or Guest

Signature

Date