



**Ultimate Protection
Academy &
Indoor Tactical Range**

Guntry Club™

**Individual & Family
Membership Terms &
Conditions Of Membership**

Anytime Range™

The following Terms and Conditions shall apply to all Memberships issued by Ultimate Protection Academy ("UPA") for membership in Guntry Club™ or Anytime Range™ at Ultimate Protection Academy. Any reference to "you" or "your" shall refer to the Primary Member identified on the Membership Application and Agreement (the "Application") for such Membership. Any reference to "family members" shall mean the Primary Member's immediate family members (same household / dependent) entitled to membership benefits under a Family Membership, as set forth herein. Any reference to "Members" shall mean the Primary Member and any of his or her family members over the age of 8 years of age are entitled to membership benefits under the Family Membership.

1. **MEMBERSHIP REQUIREMENTS.** No Application for membership shall be effective until: (a) the Application is completed and signed by the Primary Member and submitted to UPA with the required Initiation Fee, (b) the first year's dues are paid in full, (c) a Payment Authorization is signed and delivered to UPA providing for payment of the monthly Membership dues, (d) the Primary Member (and each family member 8 years of age or older desiring Club privileges, in the case of a Family Membership) provides evidence that they have cleared a criminal background check or valid MI Concealed Pistol Permit, law enforcement ID and (e) the Application is approved and accepted by UPA. Access to the Club Lounge will only be available to Members who have completed the Club orientation. Access to the Range after normal business hours will only be available to Members who have successfully completed the NSSF/UPA First Shots Course and Recent Drug Test. UPA reserves the right to disapprove or reject any Membership Application.
2. **MEMBER'S RIGHT TO CANCEL.** You may cancel the Membership at any time after the first year by sending written notice to UPA as provided herein. If the notice is received on or before the 15th day of any month, the cancellation shall be effective as of the last day of such month. If the notice is received after the 15th day of any month, the cancellation shall be effective on the last day of the next month. The Membership Fee and any prepaid monthly dues shall be earned in full upon receipt and shall be non-refundable in the event of your cancellation of the Membership or termination of the Membership by UPA for any reason.
3. **UPA'S RIGHT TO TERMINATE.** UPA may terminate your Membership at any time for failure to pay the applicable Membership dues or following any breach or violation of these Terms and Conditions or other Rules of the Club/Range Safety by you or any of your family members or guests, or for any conduct which, in the opinion of management of UPA in its sole discretion, is prejudicial to the welfare, good order, and character of the Club/Range, by sending written notice to you by email.
4. **CHANGES IN THE TERMS AND CONDITIONS OF MEMBERSHIP.** UPA reserves the right, in its sole discretion, to discontinue operation of the Club/Range or to modify these Terms and Conditions of Membership, to sell, lease or otherwise dispose of the Club/Range facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify, or terminate any category of Membership, to discontinue operation of the Club/Range facilities, to limit use of the Club/Range facilities, to convert the Club into a member-owned club, and to make any changes to the Membership benefits at any time. Such changes shall be effective on the date such revised Terms and Conditions of Membership are posted to the UPA web-site or as otherwise communicated to the Members. Any such changes shall be binding on you on the effective date of the change.
5. **CHANGES IN THE MEMBERSHIP BENEFITS.** UPA reserves the right to add, eliminate or change any published Membership benefit or amenity at any time and from time to time, in its sole discretion. The Membership benefits at any time shall be as posted on UPA's web-site or as otherwise communicated to the Members. Such changes shall be effective on the date such revised Membership benefits are posted to the web-site or communicated to the Members.
6. **FAMILY MEMBERSHIPS.** A Family Membership shall grant membership privileges to the Primary Member identified on the Application and his or her spouse and unmarried children under the age of 26 (if a dependent/same household) living in the Primary Member's home or attending school on a full time basis. Any such children 8 years of age or older shall be required to meet the same conditions of membership and shall have the same privileges as the Primary Member; any such children under the age of 21 shall have limited privileges as determined by UPA, including limitations on afterhours access. A Parent/Guardian Release of Liability must be signed and on file with UPA for children under 18 years of age prior to their use of the Range. Any children in your Family under 21 years of age shall be allowed to accompany the Primary Member or his or her spouse to the Club Lounge or Range, provided they remain under their direct supervision at all times. Any child between the ages of 8 and 12 may shoot in the Range, provided that the Primary Member or his or her spouse stays in the shooting booth with the child at all times. Any child between the ages of 8 and 12 may only shoot a .22 caliber firearm, without the prior consent of the UPA Owners. UPA reserves the right, from time to time, to limit the use of the Range by children under the age of 21 during peak periods of Range use.
7. **PAYMENT OF DUES; OTHER CHARGES.** Monthly dues shall be due and payable on the first day of each month. The initial monthly dues shall be as set forth on the Application. The monthly membership dues may be increased at any time upon 30 days prior written notice to you by UPA. UPA may also change any other charges applicable to services provided to Members at any time. Monthly dues are required to be paid by a monthly charge to your credit card or ACH debit on your bank account. Payment terms, will be set forth in the Payment Authorization executed by you and delivered to UPA with the Application. You may change the terms of the Payment Authorization by submitting a new Payment Authorization to UPA at least 30 days in advance of the next payment due date. It is the Member's responsibility to make sure a valid Payment Authorization is on file at all times, and that a new Payment Authorization is submitted any time the applicable bank account or credit card account information is changed. Notwithstanding the foregoing, you may, at your option, pay Membership dues for any 12 month period in advance and receive a discount established from time to time by UPA.
8. **LATE CHARGES.** It is your responsibility to ensure that the method of payment set forth in the most recent Payment Authorization provided to UPA remains a valid method of payment. In the event of a cancellation or change in the account information associated with any credit card or bank account, you must provide a new Payment Authorization no less than 15 days prior to the next payment due date. In the event any ACH or credit card charge is declined or returned, you will be responsible for a processing fee of \$35.00 in addition to payment of the unpaid dues, for each month that the dues are not paid pursuant to a new Payment Authorization. In addition to the processing fee for any payment that is declined or returned, UPA reserves the right to immediately limit or terminate any or all Membership privileges on any delinquent Memberships.
9. **CLUB AND RANGE RULES.** UPA may establish rules, regulations and policies concerning the operation of the Club and Range (the "Rules") from time to time. The Rules and all changes thereto shall be provided to the Members and shall be posted on the web-site. You acknowledge and agree to follow the Rules at all times, and to insure that your guests and family members follow such rules. Any violation of the Rules by you or your guests or family members shall be grounds for immediate suspension or termination of all or a portion of your Membership privileges.

10. GUEST POLICY. An Individual Membership shall only cover Membership privileges for the Primary Member. A Family Membership shall only cover Membership privileges for the Primary Member and the qualifying family members as set forth herein who are approved by UPA. Any other persons accompanying a Member in the Club Lounge or Range shall be considered a guest. You may bring guests to the Club Lounge provided you and your guest sign a Guest Waiver for Guest to wait for the member to finish their training session or for up to 1.5 hour, whichever comes first. Each Anytime Range Member may be granted a number of Guest Passes as a benefit of Membership, as set forth from time to time on the UPA web-site. Any guest visits to exceed the allocated guest passes will be with the approval of UPA. You are responsible for supervising your guests at all times they are on the UPA premises, and for any damages to the premises caused by your guests.

11. USE OF CLUB FACILITIES. UPA agrees to provide access to the Club Lounge and the Range bay connected to the Club Lounge during the normal business hours of the Range and after normal business hours under the Club's Anytime Range™ program, subject to the provisions hereof and any Rules now in force or hereafter promulgated by UPA management. You acknowledge and agree that the Club Lounge and Range are not provided for the exclusive use of the Club Members and their guests. From time to time, UPA may host internal events, manufacturer promotions, private rentals, marketing and other events in the Club Lounge and Range during and after normal business hours of the Range. All such events and any scheduled maintenance requiring closure of the Club Lounge or Range shall be communicated to the Members in advance by e-mail and/or by posting on the UPA web site.

12. LIABILITY AND WAIVER OF LIABILITY. The Primary Member shall be financially responsible and liable for any property damage resulting from the acts or omissions of such Member, their family or guests on the UPA premises, including damage resulting from shooting the target carrier (intentionally or unintentionally) or damage to any furniture or furnishings, equipment or amenities in the Club Lounge. You are fully responsible for the loss or theft of, or damage to, any firearms or other personal property you bring to the Club Lounge or Range, or store in a rental locker in facility or leave in your automobile on the UPA premises. You hereby release and hold harmless UPA, its affiliate UPA Holdings, LLC, and each of their respective members, managers, officers, employees, and agents (the "UPA Affiliates"), from and against any claim arising out of or relating to the loss or theft of, or damage to, any such property and any claim for bodily injury arising out of the use of the Premises by you, your family members and guests. In no event will any UPA Affiliates have liability for any indirect, incidental, special, consequential or punitive damage, even if advised of the possibility of such damages.

13. INDEMNITY. By execution of the Application and use of UPA facilities, you agree to defend, indemnify and hold harmless the UPA Affiliates from and against any claims, lawsuits, damages, liabilities, expenses or costs the UPA Affiliates may incur, including attorney's fees of counsel acceptable to UPA ("Claims and Damages"), arising out of or resulting from the acts or omissions of you, your family members or guests. Moreover, you agree to defend, indemnify and hold harmless the UPA Affiliates from and against any Claims and Damages arising out of or resulting from claims asserted against UPA Affiliates by your family members and/or guests.

14. ASSUMPTION OF THE RISK. You acknowledge and agree that the indoor firing range operated by UPA involves the use and discharge by you and others of pistols, rifles, shotguns, revolvers and other weapons, which are potentially dangerous activities. You acknowledge and agree that those activities involve certain risks and exposure to bodily injury or death, which risks and exposure you voluntarily assume by becoming a Member of UPA and using its facilities. In consideration of the use of UPA facilities by you, your family members and guests, you hereby accept and assume full responsibility for any and all injuries, losses or damages sustained or incurred by you, your family or guests resulting from or arising out of any activity or event occurring on the UPA premises, and release in full and forever discharge the UPA Affiliates, whether acting officially or otherwise, on behalf of yourself, your family members, your guests, your heirs, executors, administrators and personal representatives, from and against any and all claims, demands, or causes of action for any injury, death, property damage, loss, claim, or liability resulting from or arising out of any activity or event occurring on the UPA premises.

15. COMMUNICATION AND NOTICES. All communications between you and UPA shall be by e-mail or personal delivery. Accordingly, as a condition to your Membership, you are required to maintain a valid e-mail account at all times. Any failure to maintain a valid e-mail account shall be grounds for termination of your Membership. The e-mail address of the Primary Member as set forth on the Application or the e-mail address registered with UPA for purposes of UPA's mailing list subscription shall be used by UPA to communicate with you. Any of your correspondence or notices required hereunder shall be sent to info@ccwtraining.com. Either party may change the e-mail address for communication purposes hereunder by sending a change of address notice to the other party in accordance with the terms of this paragraph.

MISCELLANEOUS

a. The types of memberships available, applicable fees, suspension or expulsion of Members and all other matters affecting or relating to the Members or the Membership shall be at the sole discretion and control of UPA.

b. It is the policy of UPA to accept applications for Membership from any individual, couple, facility or business that meets the requirements established from time to time by UPA, without regard to race, color, creed, gender, religion or national origin, nor shall such matters ever be made a condition of Membership.

e. In any dispute relating to non-payment of dues or charges for damage to the premises or personal property by you, your family or guests, you shall be responsible for any attorneys' fees' and/or costs incurred by UPA in enforcing its rights under these Terms and Conditions.

f. Any waiver by UPA of any right or obligation hereunder shall be deemed a continuing waiver and no failure by UPA to exercise, in whole or in part, any rights provided to PBR hereunder shall prevent the later exercise of such right or any other right. No waiver by UPA shall be effective unless such waiver is in writing and signed by UPA.

g. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remaining terms or provisions hereof, which remaining terms and provisions shall remain unmodified and in full force and effect.

h. The rights and obligations of the parties arising out of the Membership, including the terms and conditions set forth herein, as amended from time to time, shall be governed by the laws of the State of Michigan.

Print

Sign

Date