

UPA Waiver 2019

Please acknowledge your agreement to each of the following terms and conditions relating to the use of UPA Range by initialing each paragraph and signing and dating this agreement in the space set forth below. For use/participation in Ultimate Protection Academy & Indoor Range (AKA UPA)

Range Rules I, the undersigned acknowledge that I have received, read and understand the Range Rules posted by Ultimate Protection Academy LLC (individually and/or collectively, UPA and I agree to comply with all such rules and safety guidelines and to follow the instructions of any UPA Range Safety Officer at all times. I have been informed that basic firearms education courses are available to any user who is unfamiliar with shooting as a recreational activity. I further acknowledge and agree that failure to strictly comply with the Range Rules could result in my expulsion from the range and the temporary and/or permanent loss of range privileges. The undersigned hereby expressly acknowledges that the management of UPA reserves the right to immediately terminate the use of the UPA facility by any person who violates the UPA Range Rules or whose actions or conduct, in management's sole discretion, demonstrate unsafe firearm handling practices, a lack of proper training, or other disregard for the safety of the staff or other customers of UPA Range.

INITIAL

FINANCIAL RESPONSIBILITY; RELEASE. I hereby agree to be financially responsible and liable for any property damage resulting from my intentional or unintentional acts (or those of any family members) while on the business premises of UPA (the "Premises"), including damage resulting from the shooting the target carrier (intentionally or unintentionally), rails, stall dividers or cameras. I agree that I am fully responsible for the loss or theft of, or damage to, any firearms or other personal property I bring to UPA or leave in my automobile on the Premises. I hereby release and hold harmless UPA and its Affiliates (including but not limited to UPA LLC) and each of their respective members, managers, officers, employees, agents and independent contractors, including instructors hired by UPA (collectively with UPA, the "UPA Affiliates", from and against any claim arising out of or relating to the loss of theft of, or damage to, any such property and any claim for bodily injury arising out of the use of the Premises by me or any family members (including minor children) accompanying me on the Premises. I agree that in no event will any UPA Affiliates have liability for any indirect, incidental, special, consequential or punitive damages I or my minor children may incur as a result of using the facilities at UPA.

INITIAL

ASSUMPTION OF THE RISK; RELEASE. I acknowledge and agree that my presence on the Premises and my use of the indoor firing range operated by UPA involves and entails known and unanticipated risks that could result in bodily injury, emotional injury, permanent disability, paralysis, death, or damage to myself, to property, or to others, including risks related to the use and discharge by myself and others of pistols, rifles, shotguns, machine guns and other firearms, which are dangerous activities. These risks include, among other things, the undersigned or third parties being shot by a firearm causing grave bodily injury or death, suffering hearing loss, eye injury or loss, blindness, inhalation, or contact with airborne contaminants, and/or flying debris, fractures, partial or total paralysis, heart attack or other ailments, that could cause serious disability. I fully understand and acknowledge that these risks and dangers might be caused by the negligence of UPA Affiliates, the negligence of others on the Premises, accidents, conditions on the Premises, equipment malfunction or failure, or other causes and may arise from foreseeable or unforeseeable causes. My participation in activities at the Premises is purely voluntary, and I elect to participate despite both the known and the unanticipated risks. I agree to closely supervise any children accompanying me at all times, and understand that such minor children are only allowed to handle and shoot firearms under my direct supervision and control. In consideration in being

permitted to use of the Premises, including the firing range and other UPA facilities, I, for myself AND for my personal representatives, heirs, parents, children, executors, next of kin, any person or entity claiming by or through me or representing me in any capacity whatsoever, attorneys and assigns, jointly or severally, (collectively "I") hereby voluntarily agree as follows: (1) I fully and voluntarily accept and knowingly and willingly assume all such risks and all responsibility for all losses, costs, injuries, and damages sustained or incurred by me and/or any minor children accompanying me (resulting from or arising out of any my presence on the Premises, my use of the firing range, my use of the firing range, or any other activity or event occurring on the Premises, including all risks of personal injury, death, property damage, or other losses resulting from any negligence, or other acts or omissions, of any UPA Affiliates or others participating in activities at the Premises; and (2) to the maximum extent allowed by law, I hereby release in full, hold harmless, and forever discharge, UPA and all UPA Affiliates, whether acting officially or otherwise, from and against any and all claims, demands, causes of action, losses, costs, expenses, attorneys' fees, damages and liabilities, of whatever kind of nature, whether in contract, tort, or otherwise, for an injury, death, property damage, disability, or any other loss, liabilities or damages resulting from or arising from any activity whatsoever occurring on the Premises, including without limitation claims, injuries or damages caused by negligence, gross negligence, omissions or failure to guard or warn against dangerous conditions, negligent rescue operations, or the use or misuse of firearms, whether or not caused by any act, omission or negligence of any of the UPA Affiliates.

INITIAL

COVENANT NOT TO SUE AND INDEMNITY. In consideration of being permitted to use premises, including the firing range and other UPA facilities, I further covenant and agree not to institute any suit or action at law or otherwise against the UPA Affiliates, and 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 attorneys fees and costs of UPA fees and costs of counsel acceptable to UPA, arising out of or resulting from my acts or omissions (or the acts or omissions of any of family members) while on the UPA Premises.

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AMMO I hereby affirm that the ammunition that I will only use in the firearms (s) was loaded by a licensed manufacturer & of UPA approved Lead Free Design. Further I understand that UPA DOES NOT PERMIT THE US OF ANY OTHER AMMUNITION and that I will be fully responsible for any property damage resulting from the use of any such ammunition or Lead Decontamination costs.

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NOT PROHIBITED PERSON I hereby certify that I am a United States citizen, a Lawful Permanent Resident, or a resident alien or non-resident alien that is lawfully in the United States. I also certify that I have not been convicted of a misdemeanor crime or domestic violence; have not been convicted of a felony, or any other crime punishable by imprisonment for a term exceeding one year; am not a fugitive from justice; am not an unlawful user of, or addicted to, marijuana or any depressant, stimulant, or narcotic drug, or any other controlled substance, have not been adjudicated mentally defective or been committed to a mental institution; have not been discharged from the Armed Forces und dishonorable conditions; am not subject to a restraining order; and am otherwise legally eligible to possess a firearm under applicable Michigan and Federal Law.

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BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE, UNDERSTAND AND AGREE THAT

- (A) I HAVE GIVEN UP SUBSTANTIAL RIGHTS IN THE EVENT OF INJURY, DEATH OR DAMAGE ARISING FROM MY USE OF THE PREMISES;
- (B) THAT IF I AM HURT OR MY PROPERTY IS DAMAGED WHILE USING UPA'S PREMISES, I AGREE THAT IT IS MY INTENTION TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST UPA AFFILIATED AND RELEASE UPA AFFILIATES FROM ALL LIABILITY;
- (C) I HAVE SIGNED THIS AGREEMENT WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW; AND
- (D) IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

I have had sufficient opportunity to read this entire document. I have read and understand it, and I understand the language of English in Print, and I agree to be bound by its terms.

RANGE RULES

You must be at least 21 years of age & a member or student to rent a handgun or 18 years of age to rent a gun without a parent or guardian. You must be at least 21 years of age and have your own firearm and ammunition to shoot in the range without a parent or guardian.

All UPA Range Staff are NRA & UPA certified Range Safety Officers. Any direction or instruction from a Range Safety Officer must be immediately followed or you will be removed from the range. UPA Range reserves the right to deny access to, or remove any individual from the firing range at any time they feel that a person(s) is presenting a danger to the themselves or other individuals on the range.

1. Gun safety is YOUR first and foremost responsibility. Be sure your firearm is safe to operate, and know how to use it safely. If you have any questions about the operating mechanism and safety feature of your firearm, please ask a Range Safety Officer.
2. All firearms must remain in a bag or case, flagged or holstered while in the facility unless they are being used on the firing line.
3. When moving through the facility or Member's Lounge with a firearm that is only in a case, keep cased.
4. Eye and ear protection must be worn at all times. Entering and exiting & on Range. We recommend ear plugs and muffs for sensitive hearing & Electronic muffs for hearing limited shooters.
5. Keep all firearms pointed down range at all times. Never point a firearm at another person, even if unloaded.
6. Never handle, load or unload a firearm behind the firing line, unless directed in Advanced Training.
7. All loading/unloading procedures should be conducted in your lane, on the shooting table.
8. Always keep the action open and firearm unloaded- with magazines removed – cylinder open- until ready to fire.
9. Fire only when all persons are behind the firing line and safe conditions exist.
10. Always keep your finger off the trigger until ready to shoot.
11. Firearms are not to be left loaded and unattended on the range.
12. Do not move a firearm from one lane to another unless it is cased. Switch shooters-not guns.
13. Do not bring any loaded or jammed weapons off the range for any reason. If you experience a problem, place the gun on the shelf in your lane pointed downrange and notify a Range Safety Officer.
14. Upon the command "CEASE FIRE" stop all shooting immediately, finger off trigger and wait for the next range command.

15. Food, drink, is permitted inside the range; must clean up anything spilled.
16. Please allow at least one second between shots. No rapid-fire permitted without the express permission of a Range Safety Officer/ Instructor. If you believe you are qualified to perform these actions, ask to speak to owners.
17. UPA Range provides complimentary brass containers; please use them for your brass each time you leave the range. Clean up your area.
18. No drawing from a holster or shooting from the hip without the express permission of the owners.
19. You do not have to buy ammunition from UPA Range to use the range, but any outside ammunition must be Lead Free and inspected by a Range Safety Officer and use of such ammunition may be denied for any reason.
20. A maximum of two shooters per lane is permitted.
21. Young shooters (under 18 years of age) are only allowed to shoot on the range with their parent or guardian or other adult authorized under a signed Parental Consent; one young shooter per adult. No children under the age of 8 are allowed on the range nor are they to be left unaccompanied in the showroom while adults shoot.
22. Please use the airlock as designed. Do not open the second door going in or out of the range until the first door is closed.

It is incumbent upon all shooters to act responsibly. If you observe an unsafe condition or any other situation that gives you concern, report it to a Range Safety Officer immediately. Remember, eye and ear protection on at all times ... open one door at a time... have fun ... and be safe!

I have read and understand these Range Rules and agree to follow them at all times I am on the premises of Ultimate Protection Academy Range

Please select who will be shooting

ADULT

Minor (s)

Signature(s)

Date