

# ONE DAY MEMBERSHIP

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Date of Valid Membership \_\_\_\_\_

## **Application For Membership of Torque & Recoil Gun Club**

I, \_\_\_\_\_, hereby submit my application for consideration of being granted a one day membership in Torque & Recoil Gun Club.

I swear, under the penalties of perjury that:

1. I am at least 21 years of age;
2. That I am not a felon or "prohibited possessor" (a "prohibited possessor" is an individual who does not have the legal right to possess a firearm);
3. That I am not currently charged by any United States Law Enforcement Agency with a felony.

I understand and agree that if I am granted a Membership in Torque & Recoil Gun Club, my Membership privileges during the time I am a Member are subject to the following terms and conditions:

1. If I am accepted as a Member of Torque & Recoil Gun Club, I must sign and accept the terms of that certain License For Use of Torque & Recoil LLC's Facilities and Waiver and Release From Liability and Indemnity Agreement;

2. As a One Day Member I agree that I am a guest of the Active Member who accompanies me to the facilities and that while I am required to follow all of the rules and regulations of the Club, I do not have the right to have any guest accompany me.

3. If I violate any of the Operating and Safety Rules while on the Club's premises, my Membership in the Club will result in the termination of my Membership and I will not be entitled to any refund of my Membership dues or be allowed on the Club's premises thereafter; not even as a one day member accompanied by another Member;

4. I agree that I and all One Day Members whom I bring to the Club's Range facilities will read the Operating and Safety Rules and sign all columns on the sign in sheet prior to entering on the range.

5. I agree to abide by the Club's Rules and that if I or any one day members that accompany me violate any of the Club's Rules, my Club Membership will be terminated and I will not be entitled to any reimbursement of my Membership fee;

6. I understand the Club has four (4) types of Membership, consisting of the following, with the benefits as hereinafter enumerated; to-wit:

A. Standard Member - allowed to be accompanied by two (2) One Day Members at any one time the Standard Member is present on the Club facilities;

B. One Day Member – Must be at least 21 years old and accompanied by Standard, Family, or Commercial Member. One Day Membership is good for One day only. The Member must have a copy of their One Day Membership paperwork on them at all times while on site.

C. Family Member - one (1) additional adult living in the family member's residence (spouse, fiancé, significant other) or dependent children less than twenty-one (21) years of age while the Family Member is present on the Club's facilities. In no event shall a Family Member be allowed to have a child less than ten (10) years old on the Club's premises.

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D. Commercial Member - no more than six (6) One Day Members while the Commercial Member is present on the Club facilities. All One Day Members must be at least twenty-one (21) years old. Commercial Members must provide a current certificate of insurance covering all activities on the Club's premises.

7. Commercial Members must schedule their use of the Club's premises in advance with the Range Coordinator if the Commercial Member is accompanied by more than two (2) One Day Members;

8. I agree that if I am accepted as a Member of Torque & Recoil Gun Club my Membership will expire December 31<sup>st</sup> of each year and that I must resubmit my application to be considered for Membership in the Club prior to the commencement of the next calendar year. Absent my being a Member of Torque & Recoil Gun Club or being a One Day Member accompanied by another member of the Club, I have no rights to be on the premises of the Club;

9. I have received a copy of the Club's Range Firing Line Procedures, I have read the same and agree to follow all of the Operating and Safety rules while utilizing the Club's firing range and agree that prior to my bringing any authorized One day members upon the Club's premises I will furnish to the one day member a copy of the same and that I am personally responsible for seeing that all of the one day members that accompany me strictly follow said procedures while they are utilizing or on the firing range.

10. In consideration of my acknowledgment and acceptance of all of the above terms and conditions of Membership in Torque & Recoil Gun Club, I hereby submit my application for **ONE DAY MEMBERSHIP** in Torque & Recoil Gun Club.

\_\_\_\_\_  
**One Day Member's Name (Printed)**                      Signature                      Date

\_\_\_\_\_  
**Active Member's Name (Printed)**                      Signature                      Date

I, Herman White III, President of Torque & Recoil Gun Club, hereby approve and accept \_\_\_\_\_ as a **One Day Member** of Torque & Recoil Gun Club in consideration of said Member's representations and promises as set forth in said Member's application.

\_\_\_\_\_  
Herman White III, President Torque & Recoil  
Gun Club

\_\_\_\_\_  
Date

**License For Use of Torque & Recoil LLC's (hereinafter T & R) Facilities  
and Waiver and Release From Liability and Indemnity Agreement**

I, \_\_\_\_\_, in consideration of being permitted by T & R the right to access the premises of or utilize the facilities of T & R for shooting archery weapons and/or firearms between the date of my execution of this Agreement and Torque & Recoil's written revocation of this license, subject to T & R's right to revoke this license at any time, I understand and agree to legally bind myself, my heirs, executors, administrators and assigns as follows:

1. I understand that participating in archery and/or firearms shooting activities can be a safe and enjoyable sport but proper training, safety rules and precautions must be observed and practiced by myself and others is a requirement and some risks do exist. I personally am willing to assume **All** risks involved in such activities, whether foreseen or unforeseen by me. I further affirm that I have been well advised and thoroughly informed of the inherent dangers of archery and firearm shooting activities. Further, I understand shooting activities involving archery and/or firearms involves certain risks to me and others as a result of my actions or inactions and as a result of others actions or inactions, that I may sustain injuries or death. I understand and agree that neither T & R or its owners, staff, Members or landlord (Hunting Properties LLC) may be held liable in any way for any occurrence in connection with my use of T & R's facilities that may result in my injury or death, even if the cause of my injury or death is the result of the negligence of T & R or its owners, staff, Members or its landlord.

**Limitation Of Liability. Notice. This Is A Waiver and Release**

In consideration of T & R providing me this license to utilize its facilities, the undersigned hereby releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to himself/herself arising as a result of engaging in or receiving instruction in any archery or firearms shooting activities or any activities incidental thereto while being upon or utilizing the facilities of T & R whenever or however the same may occur, **including as a result of the negligence of T & R, its owners, staff, Members or landlord** and for whatever period said activities or instruction may continue while the undersigned is upon the premises of T & R and/or utilizing its facilities, the undersigned does for him/herself, his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against T & R or any of its offices, agents, servants, landlord or employees for any of said causes of actions whether the same shall arise by the negligence of any of said persons or entities or otherwise. **IT IS THE INTENTION OF THE UNDERSIGNED, BY THIS INSTRUMENT TO EXEMPT AND RELIEVE T & R, ITS OWNER (MEMBERS), EMPLOYEES AND LANDLORD**

FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.

2. Your signature indicates you are in full agreement with this waiver and release. This is fully intended to be a legally binding contract and release. If you have any doubts concerning any aspects of its contents, consult an attorney and do not enter the premises.

\_\_\_\_\_  
(Signature of Licensee)

Date: \_\_\_\_\_

### 3. INDEMNIFICATION AGREEMENT

I hereby promise and agree that in the event that I bring with me a guest to T & R's facilities I will have the guest(s) execute a Limitation Of Liability Notice. Waiver and Release containing the same terms and conditions set forth in paragraphs 2 and 3 of this Agreement and furnish a copy of the same to T & R. If the guest(s) is a minor, that I will have the minor's parent and/or guardian having custody of said minor to execute said release and furnish a copy of the same to T & R prior to bringing the minor upon the premises of T & R.

As further consideration to T & R for my right to bring a guest(s) with me while utilizing T & R's facilities, I do hereby expressly stipulate and agree to indemnify and hold harmless T & R or any persons, firms or business entities who might otherwise be liable on behalf of T & R against any loss, including expenses of litigation and reasonable attorney fees on account of any action brought against T & R or any persons, firms or business entities who might otherwise be liable on behalf of T & R on account of any action brought against them or any of them by said guest, minor or any person on said minor's behalf for the purpose of enforcing any claim for damages arising out of any claim by said minor or guest.

\_\_\_\_\_  
(Signature of Licensee)

Date: \_\_\_\_\_

4. The Waiver and Indemnification provisions in this Agreement **IS NOT** intended to release the licensee from his/her own negligence or that of the Licensee's guest(s) which might cause personal injury, property damage or wrongful death to other persons on T & R's premises or utilizing T & R's facilities.

5. Licensee's right to come onto the premises of T & R and/or utilize its facilities is subject to the Licensee's adhering to all written rules and restrictions promulgated by T & R for its issuance of a license and the utilization by Licensees of its facilities. Any Licensee who him/herself or his/her guest fails to adhere to such

promulgated rules and restrictions will result in T & R having the right to immediately rescind the Licensee's right to come upon the premises of T & R or utilize its facilities and the Licensee will forfeit any licensee fee paid to T & R for the license afforded by T & R.

6. This Agreement is made and executed in the State of Indiana and shall be governed by such State's laws.

T & R and \_\_\_\_\_ have executed this Agreement  
(Licensee)  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
T & R LLC by its Member

\_\_\_\_\_  
Licensee