

Across the Canal (ATC) Shooting Sports LLC
1212 W Ural Drive (OFFICE)
1530 E. Morris Road (RANGE)
Carlsbad, NM 88220

RELEASE OF LIABILITY AND WAIVER OF CERTAIN RIGHTS

In consideration for my being permitted to be on the property and or participate in the activities of sport shooting or training I agree to the following waiver and release.

I agree that the activities involved in shooting sports or training have inherent risks, hazards, and dangers for anyone which cannot be eliminated. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The risk of handling firearms and being near others that have firearms in their possession.
2. The risk of ear damage from noise.
3. The risk of injury from ammunition, target pieces, and shot from other guns.
4. Ricochets from targets or projectiles.
5. The risk of damage to property by others or flying debris or projectiles.

For ear and eye protection, we recommend you use proper earplugs or muff and protective glasses. If you do not, you are doing so at your own choice, in violation of our rules.

Initial: _____

I understand the risks, hazards, and dangers as described above and have had the opportunity to discuss them with Across the Canal (ATC) Shooting Sports, LLC personnel. I understand that these activities require good physical conditioning and a degree of skill and knowledge necessary for me to engage in the activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary.

Initial: _____

I for myself, my heirs, successors, executors, and subrogates hereby KNOWINGLY AND INTENTIONALLY WAIVE, RELEASE, INDEMNIFY, AND HOLD HARMLESS ACROSS THE CANAL (ATC) SHOOTING SPORTS, LLC and its managers, members, directors, officers, agents, employees, landowners, instructors, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses, and reasonable attorney's fees which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, acts, omissions, and/or negligence of any kind or nature by anyone, including but not limited to negligence of Across the Canal (ATC) Shooting Sports, LLC, and its managers, members, agents and employees.

Initial: _____

I will refrain from being from being under the influence of alcoholic beverages or medications that might impair judgment prior to, and during, shooting sports activities. Further, I will refrain from being under the influence of unlawful drugs and the possession of unlawful drugs is expressly prohibited on Across the Canal (ATC) Shooting Sports LLC property. Any person(s) who, strictly by our observation, appears to be under the influence of alcohol or unlawful drugs or emotionally or mentally unstable, shall be denied access to any part of the shooting range facility and upon request shall immediately leave the property.

Initial: _____

I have not been denied the purchase of a firearm through lawful means.

Initial: _____

I take full legal and financial responsibility for any damage or harm to myself, and my minor guests, if any, and for damages or harm to other individuals on the premises, rental equipment, or other range equipment that is a result of my actions or the actions of my minor guests.

Initial: _____

By signing this instrument, the Undersigned affirms that she/he has read, understands, and will comply with the requirements as set for herein, and does hereby agree to defend, indemnify, and hold Across the Canal (ATC) Shooting Sports, LLC, its managers, members, directors, officers, agents, employees, landowners, instructors, and volunteers from any act or omission for which the Undersigned and/or his/her minor guests is/are directly or indirectly responsible.

Signature of Undersigned: _____ Date _____

Printed Name of Undersigned: _____

Cell#: _____ Email: _____

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If the Undersigned brings a guest who is **UNDER 18 (a Minor)**, please complete the following Authorization for Minor to use facility with Adult/Guardian present: I, (Adult/Guardian) _____ of (Minor) _____

_____ give my written consent for the named individual to participate in the shooting of firearms at Across The Canal (ATC) Shooting Sports LLC. I agree to enforce all shooting range rules, policies and directives with the Minor and to supervise and monitor all activities of the Minor while on the shooting range and facilities and to release, acquit, indemnify and hold harmless Across the Canal (ATC) Shooting Sports LLC., its shareholders, officers, managers, assigns, heirs, or employees for any harm to, or resulting from the activities of, the Minor while on the shooting range and facilities.

Signature of PARENT/GUARDIAN: _____ Date _____

Printed Name of PARENT/GUARDIAN(s): _____

SPECIAL COVID19 PANDEMIC WAIVER

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

I further acknowledge that ACROSS THE CANAL (ATC) SHOOTING SPORTS LLC has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I further acknowledge that ACROSS THE CANAL (ATC) SHOOTING SPORTS LLC cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, staff, and other range clients and their families.

I voluntarily seek services provided by ACROSS THE CANAL (ATC) SHOOTING SPORTS LLC and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while participating activities at the range.

I attest that:

- I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities.
- I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.
- I hereby release and agree to hold ACROSS THE CANAL (ATC) SHOOTING SPORTS, LLC harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the company, or that may otherwise arise in any way in connection with any services received from ACROSS THE CANAL SHOOTING SPORTS, LLC. I understand that this release discharges ACROSS THE CANAL (ATC) SHOOTING SPORTS, LLC from any liability or claim that I, my heirs, or any personal representatives may have against the range with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from ACROSS THE CANAL (ATC) SHOOTING SPORTS, LLC. This liability waiver and release extends to the range together with all owners, partners, and employees.

Signature of Undersigned: _____ Date _____

Printed Name of Undersigned: _____