



## SANTA CLARA COUNTY PEACE OFFICERS' ASSOCIATION

P.O. Box 4629, Mountain View, CA 94040 Phone (408)264-1224 www.sccpoa.org

### **RANGE USE AGREEMENT RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF THE RISK AGREEMENT**

In return for use of premises and/or participation in any activity at the premises, the Undersigned agrees to the following: To indemnify, hold harmless and defend Santa Clara County Peace Officers Association, and any of its employees, directors, officers, agents, or volunteers (and their heirs, executors, trustees, or beneficiaries) from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with the discharge of firearms; the Undersigned's participation in discharging firearms; observing the discharging of firearms, participation in or observation of any activity, the use of the range, buildings, land and any use and presence on the premises (the "Premises"); and any and all acts or omissions of the Undersigned or of any third party (including, without limit, licensees, trespassers or business invitees). Should any such claim, demand or lawsuit arise or be asserted in any way related thereto, whether arising under the laws of the United States, California or of any other State, or under any theory of law or equity, the Undersigned will indemnify, hold harmless and defend Santa Clara County Peace Officers Association, from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against Santa Clara County Peace Officers Association, whether individually, jointly, or in concert with the Undersigned, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including attorney's fees. The Undersigned waives any and all rights and claims for damages, losses, demands and any other actions, which exist or which may arise against the Santa Clara County Peace Officers Association, (including, but not limited to any and all injuries, damages or illnesses suffered by the Undersigned or the Undersigned's property), which may, in any way whatsoever, arise out of, be related to or be connected with: discharging firearms on the Premises, the use of their sporting equipment of any nature and kind, the Undersigned's presence on or use of Premises for any purpose or activity, whether sponsored by, authorized, assisted, regulated, or not, by the Santa Clara County Peace Officers Association; the Undersigned's own property (whether or not entrusted to Santa Clara County Peace Officers Association), including any patent or latent defect in the premises. Santa Clara County Peace Officers Association shall not be liable for, and the Undersigned hereby expressly releases Santa Clara County Peace Officers Association from, any and all such claims. This waiver is both personal and on behalf of any minor accompanying or associated with the undersigned, even if said minor is not expressly identified below. The Undersigned hereby expressly assumes the risk of entering the Premises and taking part in activities on the Premises, which include, but are not limited to the discharge of firearms and the firing of live ammunition; observing individuals discharging firearms; and/or the use of the premises, club or camping facilities for any purpose, including recreation or business. I acknowledge that my use of the premises, participation in individual and group activities, including the use of firearms or archery involves initiative, problem solving, and entails known and unanticipated risks that could result in physical or emotional injury or death. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: the hazards of slips and falls; being struck by objects dislodged or dropped from above or flying through the air, the hazards from using firearms and/or bows and arrows, or the use of firearms or bows and arrows by others, the risks of falling off of equipment, such as stands, or down embankments or off trails,

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the risk of explosion, or even the exertion of the physical participation in the activity as well as my own known or unknown physical condition. The Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all Santa Clara County Peace Officers Association range rules, any separate rules or procedures required by any activity, the procedures, safety rules, and any and all Range Officer instructions, whether communicated in writing, posted on the premises and/or communicated verbally. This instrument binds the Undersigned and his/her executors, administrators, assignees or heirs and any minor for whom it is signed.

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**I have also read and understand the Santa Clara County Peace Officers Association Range Rules.**

**FINALLY, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, AND CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER, RELEASE and HOLD HARMLESS AGREEMENT.**

**If you are signing this agreement for a group or an organization that you represent, please sign the following statement: I represent that I am legally authorized to make this agreement for: Name of group/organization: \_\_\_\_\_ and will provide the SCCPOA a filled out & signed RANGE USE AGREEMENT RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF THE RISK AGREEMENT one per person. All documentation will be submitted 1 week prior to the date of the event**

Single point of contact for group/organization: \_\_\_\_\_

Participant Name Printed \_\_\_\_\_

Signature: \_\_\_\_\_ Date of Signature: \_\_\_\_\_

Arrival Date/Time of Event: \_\_\_\_\_ Departure Date/Time of Event: \_\_\_\_\_

Range Deposit Check #: \_\_\_\_\_ Amount: \_\_\_\_\_

Number of Adults \_\_\_\_\_ Child/ Children \_\_\_\_\_ Age \_\_\_\_\_

**This section to be completed by a parent or legal guardian since Participant is less than 18 years of age: On behalf of my child named below, I agree to the Release as set forth above:**

Parent/Legal Guardian \_\_\_\_\_ Child name \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Telephone numbers \_\_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_ Date of Signature: \_\_\_\_\_

Comments/ or Suggested Improvements \_\_\_\_\_



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### RANGE RULES

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1. Members must have a current SCCPOA membership card in their possession and must present it for inspection upon request from any other member at anytime. (no photocopies)
2. Maximum two guests per member. No exceptions
3. Member must be present with their guests at all times. No exceptions  
**A guest defined: Someone who visits our facility once or twice a year. ALL GUESTS must fill out a Range Use Agreement release, Waiver, INDEMNIFICATION, Hold Harmless and Assumption of the Risk Agreement sign and submit it to the SCCPOA's P.O. Box. Or by emailing the signed Agreement to [propertyscheduling@sccpoa.org](mailto:propertyscheduling@sccpoa.org).**
4. Eye and ear protection required at all times by all persons present whether shooting or not.
5. No glass beyond this point
6. No alcoholic beverages permitted at the range.
7. Shooters are expected to clean-up their debris and leave the range in good order.
8. There will be no gun handling while anyone is down range
9. Range officers, when present, will have total control over the range
10. **The following are not permitted on this range: rifles, fully automatic firearms, armor-piercing bullets, incendiary bullets, tracer bullets, trigger activators, exploding targets, and any firearm that does not comply with state and federal laws.**
11. All targets must be placed at the end of the range. No targets will be placed on the concrete or on the 25-yard line barricades.
12. The Range is closed the 2<sup>nd</sup> Saturday of each month for maintenance, you are welcome to come and help clean-up and repair the range as needed.
13. **SCCPOA reserves the right to refuse admittance to anyone.**
14. Scheduled groups with a reservation will relinquish a lane for a regular member of S.C.C.P.O.A. Member/s that show up to use the pistol range, while a scheduled group is present, will follow the safety directions of the group Range Master and will shoot from the same line of fire.
15. Report any violations to any property staff or by calling 408-264-1224.
16. As a courtesy to our neighbors we would like to request no shooting before 8:30am or after sunset.
17. It is implied that all persons using the range have read and understand the above rules and agree to abide by them.
18. **FAILURE TO COMPLY WITH ANY RANGE RULE MAY RESULT IN YOUR IMMEDIATE EXPULSION FROM THE PREMISES AND THE REVOCATION OF YOUR MEMBERSHIP.**

The pistol range is the only location within the 174 acre park that a firearm of any classification can be discharged. BB guns, pellet guns and sling shots shall be fired only at the pistol range.

**Paint ball guns are strictly prohibited anywhere on the S.C.C.P.O.A. property.**

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