# Osceola Rod And Gun Club, Inc. Membership Form

| Lifetime Membership                                   | Annual Membership, Family (Expires Jan.31) | \$50  |
|-------------------------------------------------------|--------------------------------------------|-------|
| Applies to annual membership only (discount is \$25). | Lifetime Membership                        | \$500 |
|                                                       | •                                          | \$25  |

| Name _                    |              |                        |           |                   |
|---------------------------|--------------|------------------------|-----------|-------------------|
| Address                   |              |                        |           |                   |
|                           |              |                        |           |                   |
| City                      |              |                        |           |                   |
| State                     |              |                        | Zip       |                   |
| Phone                     |              |                        |           |                   |
| Email                     |              |                        |           |                   |
| Emergency Con<br>Name     |              |                        |           | Phone             |
| Check if this is          | a new addres | S                      |           |                   |
| New Membersh              | nip          | Renewal                |           |                   |
| Do you wish to<br>By Mail |              | ewsletter:<br>By Email | Neither _ | (View on website) |

You must read and sign the following documents before your membership will be processed. Include only the signed pages (2) with your membership form and keep the rest for your records. We must have a signed copy for every family member that will be using the club. You only have to sign these forms one time and it carries forward year-to-year.

| Range Rule | Assumption of Risk | Check here                         | _ if everyone using this membership |  |
|------------|--------------------|------------------------------------|-------------------------------------|--|
|            |                    | has previously signed these forms. |                                     |  |

| Make check payable to:         | and mail To: | Osceola Rod and Gun Club, Inc. |
|--------------------------------|--------------|--------------------------------|
| Osceola Rod and Gun Club, Inc. |              | Atten: Treasurer               |
|                                |              | PO Box 35                      |
|                                |              | Osceola, WI 54020              |

# **OSCEOLA ROD AND GUN CLUB**

# **Range Rules**

#### Firearm Safety

All users are required to enforce these rules. All users are expected to politely point out to any user in violations of these rules, the nature of the violation, request they stop and if continued violation occurs, report the incident along with the violators name to the Polk County Sheriff's Department (1-715-485-8300) for further action.

# Individuals using the range shall become familiar with the range safety rules and procedures prior to using the range.

#### Gun Safety Rules: These rules shall be followed at all times

- ✤ <u>4 Fundamental Rules for Safe Gun Handling</u>
  - 1. Always keep the gun pointed in a safe direction.
  - 2. Always keep your finger off the trigger until ready to shoot.
  - 3. Always keep the gun unloaded until ready to use
  - 4. Always treat a firearm as if it were loaded.
- Rules for Using or Storing a Gun
  - 1. Know your target and what is beyond.
  - 2. Be sure the gun is safe to operate.
  - 3. Know how to use the gun safely.
  - 4. Use only the correct ammunition for your gun.
  - 5. Wear eye and ear protection as appropriate.
  - 6. Never use alcohol or drugs before or while shooting
  - 7. Store guns so they are not accessible to unauthorized persons.
  - 8. Be aware that certain types of guns and many shooting activities require additional safety precautions.

#### Range Usage:

#### All scheduled use of range shall take precedence over any individual or personal activity

- All vehicles shall be parked in the designated parking area
- Range is to be used as posted
- Authorized and trained Range Safety Officers shall have full authority over all shooting activities conducted at the firearms range. Absent any Range Safety Officer or Hunter Safety Instructor(s), Polk County Sheriff's Department shall have authority over all shooting activities conducted at the firearms range.

#### Range Fees:

• All users of the range shall be members of the club and have their dues paid up to date prior to using the range. Members shall have proof of membership on their person while using the range.

• All individuals who fail to purchase a membership shall be subject to forfeitures and/or fines for county ordinance and/or statutory violations for criminal trespass.

#### Before Use:

- Inspect Range for hazards (including children and animals) prior to use.
- All Range users are personally responsible for range safety and safe shooting.
- Abuse of range safety rules and safe shooting rules will result in loss of privileges of the firearms range.
- All shooters are responsible to immediately correct any unsafe conditions. If you observe an unsafe condition that you are unable to correct, report it immediately to range attendant or the Polk County Sheriff's Department (1-715-485-8300).
- Pets other than service animals, are not allowed on the Shooting Range unless they are contained the owner's vehicle. All animals must be under control of owners at all times while on the premises (subject to ordinance violation for non-compliance).

#### **General Safety Rules**

- All persons must register with the Range Safety Officer and purchase a membership before any firearm is un-cased.
- Designate a Range Safety Officer when none is present or assigned
- It is the responsibility of all Range Users to know and obey all range rules. Before using the range for the first time, all users must read the Range Rules and sign and an acknowledgment that they have read the Range Rules and agree to abide by the rules.
- Know where others are at all times.
- Shoot only at authorized targets. Shooting at unauthorized targets shall subject the shooter to forfeiture or fines and prosecution for Polk County Ordinances and/or Wisconsin Statutes for Reckless Use of Weapons, Criminal Damage to Property and Disorderly Conduct.
- Do not handle a firearm or stand at the firing line while others are downrange.
- While others are down range, all shooters must step away from the firing line.
- Stop shooting immediately upon the command "Cease firing."
- All firearms on the firing line shall be handled in a safe manner
- Keep the muzzle direction downrange at all times or under your control
- Keep finger off the trigger until ready to fire
- Keep all firearms unloaded and all actions open until on the firing line and ready to fire
- Any firearms requiring maintenance shall be removed from the firing line to a designated safety area ONLY after it has been cleared of all ammunition
- Keep the action of the firearm open at all times except when actually shooting or holstering the firearm
- Shoot only proper targets that have been approved by the Firearms Range Board.
  - The following are authorized targets for use at the range;
    - Any commercially available paper targets
    - Homemade paper targets
    - Any other targets approved by the Certified Range Safety Officer
  - No shooting at unauthorized targets (cans, bottles, boxes, etc.). At no time shall any individual discharge a firearm in a manner that potentially jeopardizes the safety of others.
  - Targets may only be placed on target standards approved by the firearms range board. Shooting at target stands or frames, any object containing glass, or any such material that may cause potentially dangerous debris. Shoot only so that the projectile impacts the backstop berm.

- All shooters are required to pick up all targets they used and all spent ammunition casing when finished with shooting. Failure to retrieve such targets and casing shall be considered littering and subject the violator to possible fines and loss of shooting privileges at the range and forfeitures and fines for Littering pursuant to Polk County Ordinances and/or Wisconsin Statutes.
- Everyone within close proximity to an active firing line must wear eye and ear protection at all times. Spectators are also required to wear ear and eye protection on the firing line.
- Prior to leaving the firing line, a shooter must unload and make their firearm safe
- Obey all commands from Range Safety Officer, staff/attendant or law enforcement
- All range users are personally responsible for range safety and safe shooting
- Politely and positively respond when corrected concerning a violation of Range rules
- NO ALCOHOL OR DRUGS ARE ALLOWED ON THE FIREARMS RANGE.

#### After Use

- Shooters must clean their area after each use
- Remove "live" or "dud" ammunition from the range. Police your area after firing by placing all trash, "spent" casings, shells, boxes, etc. in the appropriate containers provided.
- All shooters are required to pick up all targets they used and all spent ammunition casing when finished with shooting. Failure to retrieve such targets and casing shall be considered littering and subject the violator to possible fines and loss of shooting privileges at the range and forfeitures and fines for Littering pursuant to Polk County Ordinances and/or Wisconsin Statutes.
- Remove and discard your paper targets. <u>Keep the Range clean</u>. Failure to do so can result in fines and/or loss of shooting privileges.
- Secure all range equipment
- Lower the Red Range Flag

#### **Specific Range Rules**

- All shooting will be in authorized areas only
- Respect others and their equipment
- All firearms shall be unloaded and enclosed within a carrying case until the shooter is on the firing line, or on the ready line
- All persons before using the range for the first time must read the Range Rules and sign and acknowledgment that they have read the Range Rules and agree to abide by the rules.
- Safety briefing to be given to all groups, organizations, clubs, etc., before any shooting takes place
- Adult supervision is required for all shooters under the age of 16 years of age. Shooters under the age of 16 years old must be accompanied by a parent, guardian or adult designated by the parent or guardian.
- Harassment will not be tolerated by anyone at the range
- No one shooter to be permitted more than four (4) firearms per visit or no more than one hour of shooting time. Exception no one else present waiting to shoot
- No one shooter shall use more than one shooting bench at a time
- No pistols or firearms of less than 17 caliber to be fired on the Firearms Range side
- No long guns of less than 17 caliber to be fired on the pistol range side (exceptions- Law Enforcement)
- No .50 Cal. BMG allowed.
- No Bow and Arrows permitted unless part of an approved Education Program

- All target materials will be either paper or cardboard, or those provided by the Firearms Range. No other material to be used.
- No skeet or clay target shooting on the Firearms range.
- Shooters are responsible for removing their target material.
- Shooters are responsible for picking up all their brass/shell casings.
- Litterers will be cited for violations.
- No firearms or devices may be used on the range that exceed the design specifications without the prior approval of the Range Board
- Department of Natural Resources will cite any and all violators pertaining to DNR rules/regulations
- All violators will be prosecuted to the full extent of any and all Federal, State and County laws. There will be no first time warning as all shooters will have read the rules and signed an acknowledgment that they understood said rules.
- All violators are subject to expulsion from the range complex

# **EMERGENCY**

Emergency Rules: are created to minimize confusion and save time responding during an emergency

Polk County utilizes E911

<u>Personal Injury:</u> Call 911 to secure aid. Return to the injured person and do what you can to help. Post a person, if available, at the range entrance to direct emergency vehicles. Take written notes from all witnesses.

<u>Fire:</u> Call 911 then clear the area. Post a person, if available, at the range entrance to direct emergency vehicles.

The range location is: 2097 90<sup>th</sup> Avenue, Dresser, WI

• All emergencies MUST be reported to the Polk County Sheriff's Department and subsequently to the Club Board of Directors.

## **OSCEOLA ROD AND GUN CLUB**

**Range Rules** 

I HAVE READ THE ABOVE DOCUMENT AND I AGREE TO BE BOUND BY THE TERMS, CONDITIONS AND RULES STATED THEREIN. I AGREE AND UNDERSTAND THAT IF I VIOLATE ANY OF THE ABOVE RULES THAT MY PRIVILEGES TO USE THE RANGE COULD BE SUSPENDED OR TERMINATED. I ALSO UNDERSTAND THAT IF I ACT IN AN UNSAFE MANNER WHILE USING THE RANGE THAT I COULD BE SUBJECTED TO CRIMINAL PROSECUTION TO THE FULLEST EXTENT OF THE LAW.

Dated: \_\_\_\_\_, 20\_\_\_

Signature

Please print name

### OSCEOLA ROD & GUN CLUB ASSUMPTION OF RISK – RELEASE OF LIABILITY – COVENANT NOT TO SUE WAIVER – INDEMNIFICATION, HOLD HARMLESS AGREEMENT

In consideration of Osceola Rod & Gun Club (hereinafter collectively referred to as "Gun Club"), its owners, members, lessors, members, agents or employees, allowing the undersigned, (hereinafter referred to as "I") to participate in firearms training and other activities, it is agreed that:

1. **Assumption of Risk:** I know and understand that firearm training and the related activities are *inherently dangerous* and cannot be made completely safe. By participating in these activities, I may incur serious injury or death. *I freely, knowingly and voluntarily assume the risks of firearms training and related activities and acknowledge that I could be seriously injured or killed.* 

2. **Release of Liability**: *I hereby, freely, knowingly and voluntarily release and discharge Gun Club*, its owners officers, agents, servants and employees from any and all liability, claims, demands, or actions, or causes of action whatsoever arising out of any damage, injury or loss or property inflicted upon me or others while on the premises or using the firearms of Gun Club, or while participating in any of activities contemplated in this agreement, whether such loss, damage, or injury results from the negligence of Gun Club, its officers, owners, agents, members, employees, or lessors, or from some other cause. In participating in the activities contemplated by this agreement, I rely upon my own judgement and not upon any safety precautions taken by Gun Club. I will not participate in these activities until I understand the proper safety precautions and procedures to follow, and will, during my participation, rely upon my own skill, judgement, and ability.

3. **Covenant Not to Sue:** I agree never to institute any suit or action, at law or otherwise, against Gun Club from any and all actions, losses, claims, or proceedings initiated by any other parties which arise directly or indirectly from the activities contemplated by this agreement. I agree to the preceding in full realization that I may be injured or killed in the participation of the events contemplated by this agreement. I agree to the preceding, even though said damages, injuries, or fatalities may result from improper supervision of my actions by Gun Club. I agree to the preceding, even though said damages, injuries, or fatalities may result from improper performance of the owners/ agents/employees prior to, during, or after my involvement in the activities contemplated by this agreement. I agree to the preceding, even though said damages, injuries, or fatalities may result from attempts, prudent or imprudent, to rescue or render aid to myself or others by members, owners, or employees of Gun Club, or any other organization or individuals available for said rescue or aid. I agree to the preceding, even though said damages, injuries, or fatalities may result from individuals, groups, or organizations not included in Gun Club as defined in this agreement. I agree to the preceding, even though said damages, injuries, or fatalities may result from events that occur on lands not owned or leased by Gun Club. I agree to the preceding, even though said damages, injuries, or fatalities may result from events not directly related to the events contemplated by this agreement.

4. **Acknowledgement.** By signing below, I profess to have read and understand the above ASSUMPTION OF RISK I RELEASE OF LIABILITY / COVENANT NOT TO SUE and agree to the terms and conditions therein. I also acknowledge that I have been given the opportunity to consult with legal counsel before signing this agreement and that I sign with legal counsel's approval or I waive my right to legal counsel and assume the risk of this agreement without the benefit of counsel at my own choosing.

5. **Governing Law:** This Agreement shall be governed by the laws of the state of Wisconsin.

6. **Entire Agreement:** This Agreement together with all and amendments thereto constitute the entire Agreement of the parties as to the subject matter hereof, and expressly supersede all proposals, oral or written, and all negotiations, conversations or discussions heretofore had between the parties related to this Agreement. I acknowledge that I have not been induced to enter into this Agreement by any representations or statements, oral, or written not expressly contained herein. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any Order or other instrument submitted or agreed to by Gun Club.

7. **Modifications:** This agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by each party. Any amendments proposed by the Vendor shall be directed first to the Gun Club and then to me, for routing to the appropriate signing officer on behalf of Gun Club.

8. **Section Headings:** Section headings are provided for convenience of reference and do not constitute a part of this Agreement.

9. Severalty: In the event any section contained in this agreement, or any item, part, or term within any particular section, should be determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remaining sections or items shall not be affected, and the rights and obligations of the parties shall be construed and enforceable.

10. **No Other Agreements:** By executing this Agreement, the parties agree that the terms and conditions of this Agreement shall supersede the terms and conditions of all prior agreements between the parties and the no other agreements exist, either written or oral.

## OSCEOLA ROD & GUN CLUB ASSUMPTION OF RISK – RELEASE OF LIABILITY – COVENANT NOT TO SUE WAIVER – INDEMNIFICATION, HOLD HARMLESS AGREEMENT

Dated: \_\_\_\_\_, 20\_\_\_

Range User (Please print name)

\_\_\_\_\_

Signature

Dated: \_\_\_\_\_, 20\_\_\_

OSCEOLA ROD & GUN CLUB