



## **MEMBER WAIVER**

TULPEHOCKEN RIFLE & PISTOL CLUB, INC.

PO Box 253

Pine Grove, PA 17963

www.tulprpc.org



### **NON-PROHIBITED PERSON DECLARATION, RELEASE OF IMAGE AND LIKENESS, ASSUMPTION OF RISK, RELEASE OF LIABILITY, HOLD HARMLESS AGREEMENT, INDEMNITY AGREEMENT, and HEALTH CONDITION DECLARATION**

**IMPORTANT! This is a binding legal Agreement. Read it CAREFULLY before signing. By signing this Agreement, you are giving up important legal rights.**

#### **1. Terms:**

- a. **TRPC:** the Tulpehocken Rifle and Pistol Club, Inc. and its officers, officials, directors, members, owners, Shareholders, employees, agents, attorneys, insurers, and representatives.
- b. **Claims:** any and all legal claims, lawsuits, causes of action, damages, expenses, injuries or costs. This includes, but is not limited to, claims for intentional acts, negligence, nuisance, noise, or any other legal claim that is cognizable in a state or federal court of law, regardless of whether related to my membership in or use of the property of **TRPC**.
- c. **Limitations:** physical, mental, emotional or other limitations, disabilities, illnesses, injuries or conditions.

2. **Agreement to Follow All Safety Rules and Directions:** In consideration for me being permitted to become a Member and have use of the ranges of the Tulpehocken Rifle and Pistol Club (hereinafter “**TRPC**”) or my being permitted to use **TRPC’s** property and ranges as a guest, I, \_\_\_\_\_ (member / guest) hereby **AGREE TO FOLLOW AND COMPLY WITH the written safety rules** provided to me with this Agreement, as well as all safety rules, range procedures, and directions, whether written or oral, of **TRPC**. **I further agree that if I observe any safety violation by anyone (member, non-participant, observer, or other person), or any unsafe condition of any kind, I will IMMEDIATELY call it to TRPC’s attention by contacting a member of the Board.** I further agree that my participation in **TRPC** may be terminated at any time by **TRPC**, in accordance with **TRPC’s** Constitution and Bylaws, if I violate any safety rule, procedure or direction, in which case, any fees paid may not be refunded to me.

3. **Non-Prohibited Person Declaration:** By signing this Agreement, I declare, pursuant to 18 PA.C.S. § 4903 - False Swearing, to the best of my knowledge, information and belief that:
- a. I am over eighteen (18) years of age, or if under 18, my parent(s) or guardian(s) signing this form are over eighteen (18) years of age.
  - b. I am not currently under indictment or information in any court of a crime that could be punished by more than one year in jail.
  - c. I have never been convicted in any court of a crime that could have been punished by more than one year in jail, regardless of the actual sentence imposed.

- d. I am not a fugitive from justice.
- e. I am not an unlawful user of, or addicted to, marijuana or any depressant, stimulant, narcotic drug, or any other controlled substance.
- f. I have never been adjudicated mentally defective or committed to a mental institution.
- g. I have never been dishonorably discharged from the Armed Forces.
- h. I am not subject to a court order restraining me from harassing, stalking, or threatening my child or an intimate partner or child of such a partner.
- i. I have never been convicted in any court of a misdemeanor crime of domestic violence.
- j. I have never renounced my United States citizenship.
- k. I am not an alien illegally in the United States.
- l. I have no unlawful, illegal, wrongful or otherwise deceitful intentions in executing this Agreement or in participating in activities at **TRPC**.

4. **Release of My Image, Likeness, and Auditory Communications:** I understand that my activities, including auditory communications, at **TRPC** may be photographed, videotaped and/or otherwise captured electronically by **TRPC**. I hereby grant **TRPC** all rights to use my image, likeness, and auditory communications for the purpose of advertising or otherwise promoting its purpose. I understand that use of my image, likeness, and auditory communications will be for advertising or otherwise promoting of its purposes. This use includes publishing in magazines, advertising, videos, internet websites or other, as long as it is not altered to show other than actual activities in a way that could be harmful to my character. All publications will be done tastefully and with integrity. **I FORFEIT any and all rights to any CLAIMS relating to the use of my image or likeness, as described above.** All photographs, videos, or other electronically captured media taken at **TRPC** remain the property of **TRPC** and may not be used or reproduced without the express written permission of the Board of **TRPC**.

5. **Assumption of Risk:** I understand that my becoming a Member of **TRPC** and/or use of **TRPC's** property involves numerous serious risks, including the risk of death, serious physical injury and property damage. These risks involve, but are not limited to, the risk that I may be injured by: shooting myself or being shot by someone else; being injured by ricochet bullets or fragments, splatter or splashback from targets, target frames or the range backstop; risk of firearms or ammunition exploding or bursting; risk of my falling, slipping, tripping or stumbling anywhere on **TRPC's** property; risk of my suffering serious eye injury or blindness, hearing loss or deafness, brain damage, lead poisoning, broken bones, paralysis, sprains, strains, and other injuries resulting from use of **TRPC's** property and the associated activities; risks of emotional and psychological injury; and other risks too varied and numerous to specify. By willingly, knowingly and voluntarily becoming a Member of **TRPC** or otherwise being permitted to use the property and ranges of **TRPC**, **I hereby ASSUME ALL RISKS involved, including EVEN THOSE, WHICH MAY BE CAUSED BY THE NEGLIGENCE OR CLAIMED NEGLIGENCE OF TRPC.**

6. **Release:** I further agree to **RELEASE TRPC from LIABILITY** for any and all **CLAIMS**, which may result from, or are in any way related to, **TRPC** or its respective property. **I agree to RELEASE TRPC from LIABILITY for any and all CLAIMS, even if caused by the NEGLIGENCE or CLAIMED NEGLIGENCE of TRPC, or CLAIMS not related to my use of the TRPC's property, including for noise and nuisance.**

7. **Indemnity Agreement:** I further agree to **INDEMNIFY** and **DEFEND TRPC AND HOLD TRPC HARMLESS** from any **CLAIMS**, whether brought by or on behalf of me, or brought by another as a result of my actual or claimed negligence or other improper conduct.

8. **Health Condition Declaration:** I hereby confirm that **I AM IN GOOD HEALTH**, and have no Limitations that would or might make it unsafe for me to become a Member of **TRPC** and/or use the property of **TRPC**. I agree to inform **TRPC** in writing below, before becoming a Member or using its property and ranges, of any **Limitations**, physical or otherwise, which would or might make it unsafe or inadvisable for me to perform any particular types of activities or exercises. To the extent I develop or become aware of any such **Limitations** while being a Member of **TRPC** or otherwise using **TRPC's** property and ranges, or feel that any of **TRPC's** activities or programs are ones in which I cannot safely participate, I agree that I will immediately call this situation to the attention of the Board of **TRPC** and that **I WILL NOT PERFORM ANY ACTIVITY OR PROGRAM WHICH I FEEL IS UNSAFE FOR ME TO PERFORM, OR WHICH IS BEYOND MY PHYSICAL OR MENTAL CAPABILITIES, SKILL LEVEL, or LEVEL OF TRAINING**. I understand that my membership in **TRPC** and/or use of **TRPC's** property and ranges are voluntary, and there is no requirement that I perform all, or any, of **TRPC's** activities or programs. My current known **Limitations** (including the use of any prescription or non-prescription drugs or other substances) that might affect my ability to participate fully and safely, are as follows:

None (initial): \_\_\_\_\_

Limitations as defined above (list):

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**9. General Conditions:**

- a. To the extent that any provision of this Agreement is held to conflict with or be unenforceable under applicable law, I agree that this Agreement shall be modified by the Court to the least extent possible to render it enforceable, and shall be enforced as so modified.
- b. I declare that this Agreement contain the total agreement and understanding between me and **TRPC** with regard to the subject matter hereof, that there exist no other promises, representations, terms, conditions, agreements or courses of dealing not contained herein. I further declare and agree that, in any event, this Agreement supersedes any such promises, agreements, etc. in the event they ever occurred. This Agreement may not be amended or changed except in writing signed by three (3) Members of the **TRPC** Board of Directors.
- c. I declare that my membership in **TRPC** or use of **TRPC's** property and ranges is purely voluntary, and that I am compelled neither to join **TRPC** nor to execute this Agreement.

**WHEREFORE, BY SIGNING THE BELOW I HEREBY ACKNOWLEDGE AND AGREE BY MY SIGNATURE BELOW** that I have read and understood this Agreement, including the within (1) Terms, (2) Agreement to Follow All Safety Rules and Directions, (3) Non-Prohibited Person Declaration, (4) Release of My Image and Likeness, (5) Assumption of Risk, (6) Release, (7) Indemnity Agreement, (8) Health Condition Declaration and (9) General Conditions, and that by signing it, I expressly intend to be legally bound, as well as to bind my estate, heirs, successors and assigns. I further agree that this Agreement shall remain in force indefinitely.

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Signature of Applicant for New Member

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Signature of Sponsoring Member

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Printed name of Applicant for New Member

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Printed name of Sponsoring Member

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Drivers License Number

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Phone Number

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Date

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Date

**FOR APPLICANTS UNDER 18 YEARS OF AGE**

If potential member t is under 18 years of age, each parent or guardian must sign below. By signing below, you are agreeing to the foregoing and hereby release and hold TRPC harmless for any CLAIMS on behalf of yourself and/or the Applicant, as if you are Applicant:

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Signature of Father/Legal Guardian

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Signature of Mother/Legal Guardian

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Printed Name of Father/Legal Guardian

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Printed Name of Mother/Legal Guardian

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Address (if different from Minor)

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Address (if different from Minor)

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Phone Number

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Phone Number

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Signature of Sponsoring Member (Witness)

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Signature of Sponsoring Member (Witness)

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Printed Name of Sponsoring Member

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Printed Name of Sponsoring Member