



This agreement is entered into between Great Guns Sporting LLC (“Great Guns”) and _____ (“Member”) and _____ (“Member”) on this _____ day of _____, 20__.

Member Contact Information:

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email: _____

Do you want occasional updates via email? Yes _____ No _____

Where did you hear about Great Guns? _____

1) COST OF MEMBERSHIP. A membership is \$15/month with a one-time initiation fee of \$75 (with a \$25 gift card for Great Guns (can’t be used towards monthly membership fee)). Should the member allow the membership to lapse or cancel the membership, another initiation fee will be charged upon reinstatement of the membership.

Initiation Fee \$75 paid _____

2) ELECTRONIC FUNDS TRANSFER. You agree to make your payments, including all applicable taxes through Electronic Funds Transfer (EFT). The processing of your first payment may be delayed up to seven days. You affirm you are an authorized signatory of the account specified below. If you have elected EFT, you are authorizing us, or our agents, to make charges or withdrawals to the accounts you have specified for all payments permitted under this Contract. Additionally, you are authorizing us to increase our charges/withdrawals in accordance with this Agreement. You are entitled to notice of all varying charges/withdrawals and you specifically waive your right to receive prior notice for increased charges/withdrawals made in accordance with this agreement. See Paragraph 5 for important information including how to discontinue your EFT Plan.

Name as reads on card _____

Credit Card Number _____

Expiration Date _____

Security Code _____

You agree that the amount of \$ _____ will be deducted from your account every _____ of the _____ starting _____, 20_____.

3) BENEFITS OF MEMBERSHIP. A membership applies to Member his/her spouse and minor children living in the same household. As a Member of Great Guns you will receive discount target pricing and access to the rifle and pistol ranges, during business hours, without charge.

Name	Age	Gender	Hunter Safety?

4) WAIVER AND RELEASE. You (Member, parent, spouse or guest as applicable) agree that if you are present for any reason, have interaction of any kind with or from anyone else, engage in any activity or use any facilities on club property or elsewhere at a club-sponsored event or program, you do so at your own risk. You assume this risk for all likely and unlikely, reasonable and unreasonable expected experiences or occurrences. In consideration for the use of the facilities of Great Guns and the use of firearms on those premises, which Member expressly recognizes to be a dangerous activity, Member, for him or herself, his or her spouse, legal representative, heirs and assigns, hereby releases Great Guns from all liability for any and all claims for loss or damages resulting therefrom, on account of injury to Member's person or property, even injuries resulting in death of the Member, whether caused by negligence of Great Guns or otherwise while Member is using the premises or facilities of Great Guns. Member hereby assumes full responsibility for the risk of bodily injury, death, or property damage due to the negligence of Great Guns or otherwise, while upon and using the premises and facilities of Great Guns. Member expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. Member hereby represents that he/she and his dependents are knowledgeable of basic firearms safety. This agreement confers no rights in or control over the facilities or operation of Great Guns. All releases for the persons under the age of 18 years old must be executed by that person's parent or court appointed guardian. I have read and fully understand the foregoing release, rules and regulations and agree to the terms and conditions set forth therein. You agree that you are voluntarily participating in these activities and use of Great Guns facilities and release Great Guns from any liability from contraction of any medical condition and/or any damage, loss or theft of any personal property. You agree on behalf of yourself (and your personal representatives, heirs, executors, spouse, administrators,

agents, assigns or others) to release and discharge us (and our affiliates, employees, agents, representatives, successors and assigns) from any and all claims or causes of action arising out of our negligence.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY. IN ADDITION, YOU DO HEREBY WAIVE ANY RIGHT THAT YOU MAY HAVE, BY OR ON BEHALF OF YOURSELF, YOUR SPOUSE OR ANY CHILD (MINOR OR OTHERWISE), TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST US FOR OUR NEGLIGENCE OR ARISING OUT OF OR RELATING TO PARTICIPATION BY YOU, YOUR SPOUSE OR CHILD IN ANY OF THE ACTIVITIES, OR USE OF THE FACILITIES OR SERVICES WE PROVIDE OR ON ACCOUNT OF ANY ILLNESS OR ACCIDENT, OR DAMAGE TO OR LOSS OF YOUR PERSONAL PROPERTY.

5) CANCELLATION RIGHTS. You have the right to cancel this month-to-month agreement upon thirty (30) days written notice. To cancel this agreement and your EFT payment, you must send a written request of such to: Great Guns Sporting LLC 16126 WCR 96 Nunn, CO 80648. Your EFT election will remain in effect unless and until you have fully paid for any non-renewable goods, services or memberships or until you give written notice that you revoke this authorization sent to us at Great Guns Sporting 16126 WCR 96 Nunn, Co 80648. You agree that we must have a reasonable amount of time to act on that notice.

6) ASSIGNMENT. We may assign this Contract and, if assigned, the term 'Great Guns' will also mean the assignee company. Any assignee shall have all our rights and powers under this Contract, and we reserve our rights to assert any defenses we may have under this Contract.

7) RESERVATION OF RIGHTS. We reserve the right at any time to alter the hours of operation, amend the cost of, add, modify and/or eliminate any program, product, facility, class or service, in our sole discretion. FACILITIES ARE AVAILABLE SUBJECT TO DEMAND AND MAY BE CROWDED AT PEAK HOURS OR MAY BE DISCONTINUED OR AT TIMES CHANGED IF DEMAND FLUCTUATES.

8) RULES. You agree to follow all rules now in force or adopted in the future by Great Guns. We reserve the right to revoke or suspend or terminate membership, without refund, due to a rules violation. If your membership is revoked, suspended or terminated, any Contract obligation remains due and payable. No Member may conduct any commercial business, activity, or lessons at Great Guns without our prior, express, written consent. You agree to practice firearm safety at all times, including keeping gun down range at all times, honoring all cease fires and complying with all other safety rules. Members are only allowed to use the facilities during regular business hours and are strictly prohibited from entering premises when the range is closed.

9) PRICE INCREASE. Great Guns has the right to increase membership fees upon 60 days written notice. Notice will be sent to the last known address of the Member at least 60 days prior to an increase.

3 of 4 pages

Initials _____

Initials _____

You will be charged the new increased amount unless you cancel your membership in compliance with the terms of this agreement. If your address information is changed it is Member's responsibility to update the information with Great Guns at 16126 WCR 96, Nunn CO, 80648.

10) DISHONORED EFT CHARGES. Where permitted by law, in the event of any electronic payment authorized by Member, which is rejected or not honored for any reason, Member agrees to pay a \$20.00 fee, or other permitted maximum amount, along with any costs and expenses incurred in connection with the collection of such electronic payment. Great Guns may re-process any dishonored EFTs anytime within 7 days after the payment is dishonored.

11) MEMBERSHIP CARD. A \$10.00 fee will be charged to replace a lost card. The membership card must be presented every time the facilities are used.

12) EXCLUSIVE AGREEMENT. This Contract, any Addenda as of this Date and all rules constitute the entire and exclusive agreement between you and us, and supersede all other promises, or agreements relating to this membership purchase. This Contract may be modified after this Date only in writing and signed by you and us; however, you authorize us to correct patent errors in this Contract (and related documents) and Member may verbally authorize payment of any outstanding balance by EFT. At our option, this Contract shall be null and void if not completed in accordance with our then current pricing and payment programs or if we determine at any time Member does not comply with membership terms. No change to any printed term in this Contract shall *be* valid.

13) MISCELLANEOUS. The provisions of this Contract are severable. If any provision of this agreement is determined to be illegal or unenforceable, the remaining provisions and any partially enforceable provision shall continue to be enforceable unless otherwise prohibited *by law*. Our failure to enforce any remedy or provision of this Contract shall not be construed as a waiver of our rights. The laws of the state of Colorado govern this Agreement.

14) INDEPENDENT CONTRACTOR SERVICES. We do not warrant or guarantee the quality of these services or guarantee they will remain available.

15) DEFAULT. This Contract will be in default if you breach any of its terms or if you fail to make any required payment. If this contract is in default the membership, the privileges of this membership agreement may be terminated immediately. You agree to pay any court costs and attorneys' fees, incurred in collecting moneys owed under this contract.

By signing below Members agree to comply with all provisions of this agreement and agree that you have received a copy of this agreement.

Member

Date

Member

Date

Great Guns Sporting LLC

Date

Initials _____

Initials _____