

**ACTION PISTOL GROUP
OUTDOOR RANGE MEMBERSHIP CHECKLIST**

- Submit a copy of your Action Pistol Group Certificate of Completion for Basic Pistol and Personal Protection in the Home

- Submit signed and completed Hold Harmless Limits of Liability Agreement

- Submit signed and completed APG Range Safety & Membership Rules Agreement

- Remit payment for amount specified on the Range Rules (\$60 for full year, prorated to \$30 from July to December) or Family Membership \$100/\$50.)

- FOR IDPA/USPSA SAFETY OFFICERS: Copy of certificate of completion from IDPA Safety Officer Training and card showing dues are paid up to date.

- FOR IDPA/USPSA SHOOTERS: Copy of current IDPA or USPSA membership card, recommendation of an Action Pistol Group voting member, dates of successful participation in an Action Pistol Group competition in the previous three months.

Please mail these items to:

Action Pistol Group
PO Box 1761
Grand Junction, CO 81502

Once these items are received, you will be contacted and will receive by mail your Range Membership card with the combinations to the gate locks for the range. You will not receive your membership card until APG receives all forms filled out in entirety and payment is received.

**ACTION PISTOL GROUP
Club Membership**

RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF RISK AGREEMENT

The undersigned, _____ hereinafter referred to as "Releasor", hereby executes this Release, Waiver, Indemnification, Hold Harmless, and Assumption of Risk Agreement "Release".

1. **PARTY RELEASED:** This release is made in favor of the Action Pistol Group ("APG"). This Release includes all officers, training counselors, instructors, range safety officers, match personnel, directors, volunteers of the APG, as well as APG personnel's spouses, heirs, next of kin, successors, agents, assigns, and legal representatives ("Successors").
2. **CONSIDERATION:** Releasor has specifically requested that APG provide him/her for use of the Action Pistol Group Whitewater Range as an APG Club Member. The consideration for this Release is the permission given to Release to use the APG Whitewater Range, as above stated. This release is continuing and applies to such activity now or in the future.
3. **INHERENTLY DANGEROUS ACTIVITY:** Releasor has been fully advised that the use of firearms constitutes an inherently dangerous activity. Participation in or presence during the use of firearms can and may result in death or serious bodily harm to firearm users, spectators, and any and all others whose presence may or may not be apparent. Releasor undertakes to use the Whitewater Range as a Club Member with full and complete knowledge and awareness of the inherently dangerous nature of activities associated with the use of firearms.
4. **BINDING NATURE OF RELEASE:** This release binds not only Releasor with regard to any claims arising from participation in the within described activity, but also Releasor's heirs, successors, and assigns.
5. **ASSUMPTION OF RISK:** The Releasor, by placing his/her signature upon this document, HEAREBY EXPRESSLY ASSUMES ANY AND ALL RISK associated with his/her participation in the herein described activity. More specifically, Releasor hereby assumes every risk associated with the use of firearms, the discharge of firearms, Releasor's presence on the premises, and the firing of live ammunition, without exception.
6. **GENERAL RELEASE:** RELEASOR RELEASES ALL APG PERSONNEL, THEIR AGENTS AND EMPLOYEES, AND ALL OTHERS MENTIONED OR REFERENCED IN PARAGRAPH ONE OF THIS RELEASE, FROM ANY AND ALL CLAIMS FOR LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, LOSS OF PERSONAL PROPERTY, WHETHER OR NOT CAUSED BY RELEASOR'S OR APG PERSONNEL'S NEGLIGENCE, WHILE PARTICIPATING IN THE MATCH RELEASOR HAS REQUESTED PERMISSION TO PARTICIPATE IN OR ATTEND.
7. **ACKNOWLEDGMENT:** Releasor represents that he/she is over the age of 18 and acknowledges and agrees that he/she has read this document and understands its terms in all of their particulars, and he/she is executing this instrument freely and voluntarily. Releasor further acknowledges and agrees that he/she has read and understood, and at all times shall abide by all range rules, procedures and directions as delivered range and safety officers, their assistants, or agents.
8. **VALIDITY OF PORTIONS OF THIS RELEASE:** Releasor further expressly agrees that this document is intended to be as broad and inclusive as permitted by Colorado law and that if any provision hereof is held invalid or otherwise unenforceable, the remaining provisions shall not be impaired thereby, and shall remain enforceable.
9. **THIS RELEASE BINDS THE RELEASOR AND HIS/HER SPOUSE, AGENTS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, HEIRS, AGENTS, AND NEXT OF KIN.**
10. **FELONY CONVICTIONS OR INDICTMENTS:** Releasor hereby attests and affirms that he/she is not a convicted felon, is not under indictment for a felonious act, is not the subject of a civil or criminal restraining order prohibiting him/her from use or possession of firearms, has not been convicted of child or spousal abuse, nor currently has such charges pending against him/her.

DONE AND SIGNED effective as of _____, 2020.

Releasor's Signature

Releasor's Printed Name

Address

Phone Number

Email

**Colorado State Statutes
Pertaining to
Assumption of Risk – Shooting Ranges**

§ 13-21-111.8. Assumption of Risk - Shooting Ranges

(1) Any person who engages in sport shooting activities at a qualifying sport shooting range, as defined under section

25-12-109(2)(d), C.R.S., assumes the risk of injury or damage associated with sport shooting activities as set forth in section **13-21-111.7**.

(2) For purposes of this section, "engages in sport shooting activities" means entering and exiting a qualifying sport shooting range, preparing to shoot, waiting to shoot, shooting, or assisting another person in shooting at a qualifying sport shooting range. The term includes being a spectator at a qualifying sport shooting range and being present in the range for any reason.

§ 13-21-111.7. Assumption of Risk - Consideration by Trier of Fact

Assumption of a risk by a person shall be considered by the trier of fact in apportioning negligence pursuant to section **13-21-111**. For the purposes of this section, a person assumes the risk of injury or damage if he voluntarily or unreasonably exposes himself to injury or damage with knowledge or appreciation of the danger and risk involved. In any trial to a jury in which the defense of assumption of risk is an issue for determination by the jury, the court shall instruct the jury on the elements as described in this section.

§ 25-12-109. Exception - Sport Shooting Ranges - Legislative Declaration - Definitions

(d) "Qualifying sport shooting range" or "qualifying range" means any public or private establishment, whether operating for profit or not for profit, that operates an area for the discharge or other use of firearms or other equipment for silhouette, skeet, trap, black powder, target, self-defense, recreational or competitive shooting, or professional training.

§ 13-21-501. Legislative Declaration

(1) The general assembly hereby declares that it shall be the policy in this state that product liability for injury, damage, or death caused by the discharge of a firearm or ammunition shall be based only upon an actual defect in the design or manufacture of such firearm or ammunition and not upon the inherent potential of a firearm or ammunition to cause injury, damage, or death when discharged.

(2) The general assembly further finds that it shall be the policy of this state that a civil action in tort for any remedy arising from physical or emotional injury, physical damage, or death caused by the discharge of a firearm or ammunition shall be based only upon an actual defect in the design or manufacture of such firearm or ammunition or upon the commission of a violation of a state or federal statute or regulation and not upon any other theory of liability.

ACTION PISTOL GROUP RANGE SAFETY & MEMBERSHIP RULES

Dues and Membership: A membership shall cost \$60.00 per calendar year and be prorated to \$30.00 on or after July 1st and permit one specific person to use the facilities of the club. All members of the club shall be graduates of the APG Basic Pistol and Personal Protection in the Home Course or a roughly equivalent certificated course with proof of completion from Action Pistol Group.

Members and Guests of Members: Members are allowed privileges of range use provided they abide by the safety rules of the range. A person will be considered a Member if they have:

- Successfully completed the Action Pistol Group NRA Basic Pistol and NRA Personal Protection in the Home Course or an equivalent certificated course with proof of completion (final approval is the sole discretion of the Action Pistol Group)
- Are current with annual dues.
- Certified Range Officers/Safety Officers are considered equivalent members.

A Hold Harmless Limits of Liability Waiver must be signed and on file with APG for every member, renewable each year.

Guests are allowed to shoot at the APG range only if accompanied by an APG range member. Any and all shooters must assume responsibility for themselves and adhere to the safety guidelines of the Action Pistol Group Range Safety and Membership rules. APG range members are responsible for their guests and to promote the safe gun handling procedures necessary to the range.

As it is not practical to obtain a Hold Harmless Limits of Liability Waiver from each guest, guests should be made aware of the inherent danger in shooting activities and the need for safety rules. Guests are encouraged to complete the APG-taught Basic Pistol Course and become Action Pistol Group range members.

Safety Rules: The following safety rules shall be observed at all times by all persons on the range property. These safety rules are exactly the established NRA Three Rules for Safe Gun Handling:

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.

Flag: The red flag must be flown while the range is hot. The flag is stored in the mailbox attached to the flagpole.

Eye and ear protection are required for all persons while the firing line is active.

Alcohol and / or Drugs: The use of alcohol and / or illegal drugs is strictly prohibited on this range during or prior to using the range. Ensure that any prescription medication you may be taking does not impair your judgment. Consult a medical professional to determine if it does and respond accordingly.

Targets: Shooters may shoot at targets to include paper, cardboard or approved steel targets. Target bases, stands, bottles, trash, or other materials are NOT approved targets. Do not use barricade board simulators as target mounts. Do not shoot steel targets with rifle caliber bullets. If in doubt, don't shoot it. Check with an Action Pistol Group Officer prior to shooting.

Brass & Trash: All shooters must pick up brass and ammo boxes, including but not limited to .22 rim fire cases and fired steel – cased cartridges. If you bring your own targets, take them with you when you leave. Clean up after yourself and pack out all your trash and garbage.

Range Safety Commands must be loudly issued for all shooters to hear and follow. Each shooter is responsible for their safety.

1. No person will go forward of the firing line until the line is declared “cold” or “safe”.
A cold or safe line means:
 - a. All firearms shall be unloaded
 - b. All firearms shall be holstered or benched
 - c. All actions on firearms shall be open if they are benched
 - d. All magazines shall be empty and removed from firearms
2. After the line is declared safe, no person, under any circumstances shall touch a firearm, including holstering or casing and / or un-holstering or uncasing of a firearm.
3. When people have returned from downrange to the firing line, the last person to clear the firing line shall call out loudly, “Make the line hot.” Each person responsible for a firearm shall answer loudly that “the line is hot.” Only after all shooters have thus acknowledged that the line is hot may firearms be handled and shooting commence.
4. No firearm may have loaded cartridges in the chamber, magazine or cylinder except when the line is hot, and shooters are in firing position.
5. Any person at any time may call a “Cease Fire” if an unsafe condition is observed or for any other valid reason. **ALL SHOOTERS ARE RANGE SAFETY OFFICERS.** Upon calling of a cease fire, no additional firing shall take place. Shooters will immediately keep the barrel pointed downrange, remove their finger from the trigger and come to the Ready Rest position until given further instructions. **SAFETY IS THE RESPONSIBILITY OF ALL SHOOTERS.**

Refusal to obey safety commands or rules of safe gun handling will result in the revocation of a member's privilege to use the range at least for that day and possibly permanently. This decision will be at the discretion of the APG Officers.

Violation of NRA or Action Pistol Group safety rules will be deemed a serious breach of range safety which may result in the termination of your APG Pistol Range membership.

When any of the safety rules are violated, club members are obligated to report the violation, Offending member's name or vehicle license number, date and circumstances of the violation. Make this report to any APG officer or in writing to the club at the earliest opportunity. Failure to report violations carries the same consequences as committing a violation.