

# TRAFFORD SPORTSMEN'S CLUB MEMBERSHIP APPLICATION LIMITED TO INDOOR PISTOL OR TRAP AND SKEET ONLY

14000 Winchester Road, Trafford PA 15085

Name \_\_\_\_\_ Date of birth \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State PA \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_  
Occupation \_\_\_\_\_

Have you been convicted of any crimes other than misdemeanors? YES  NO

Have you been convicted of any crimes of domestic violence? YES  NO

Firearm Carry Permit? YES  NO  NRA Member? YES  NO  Are you a US Citizen? YES  NO

Sponsor \_\_\_\_\_ Membership Director Richard G. Kraly

**Note: Read reverse side and sign the Release and Hold Harmless Agreement to join.**

Select Membership, check only one below. **Please Note: We Do Not Pro Rate Dues.**

**Limited Indoor Pistol Member** \$60.00 yearly. *Limited to the Indoor Range only*

**Limited Outdoor Clays Member** \$60.00 yearly. *Limited to the Outdoor Clay Ranges only*

**TOTAL DUE** \_\_\_\_\_ Cash or Check - Make checks payable to **Trafford Sportsmen's Club**

**PLEASE NOTE: AS A LIMITED MEMBER YOU DO NOT HAVE GUEST PRIVILEGES**

**YOU MUST PASS A 1/2 HOUR ORIENTATION AND INTERVIEW TO BE PART OF THIS CLUB.**

**RANGE OFFICER WILL BE ABLE TO ACCEPT YOU AS A LIMITED MEMBER.**

**Any false statements on this Application, Any Damage to the club property, Any unsafe conduct, or un-sportsmen like conduct will be grounds for immediate membership termination.**

**Note: Fully read all outdoor range rules and the above statement on this application.**

**You MUST read the statement above and the Release and Hold Harmless agreement on the reverse side (Page 2) of this application for membership.**

***"Think Safety, Act Safely"***

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

FOR CLUB USE

Amount Paid \_\_\_\_\_  Cash  Check \_\_\_\_\_

CHECK NUMBER

Interview Approval? YES  NO

On Waiting List? YES  NO

Interviewer \_\_\_\_\_ Date \_\_\_\_\_ Membership # \_\_\_\_\_

# RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

THIS IS A BINDING LEGAL AGREEMENT. Read it carefully before signing. By signing this Agreement, you are waiving important legal rights, including the right to sue or claim compensation following an accident, injury or death. For purposes of this Agreement, Trafford Sportsmen's Club means Trafford Sportsmen's Club and its officers, officials, directors, members, owners, agents and representatives.

1. Agreement to Follow all Safety Rules and Directions: In consideration for me being permitted access and use of any and all shooting, training and practice ranges of Trafford Sportsmen's Club, whether used for live or virtual fire, in any capacity (the "Range"), including, if applicable, Trafford Sportsmen's Club property of any form, tangible or intangible, including real estate, buildings, erections, goods, products, firearms, ammunition, or any object owned, whether wholly or partially by Trafford Sportsmen's Club, (collectively, "Property"), I, (Participant), hereby agree to follow and comply with the written safety rules, Range procedures, and directions, whether written or oral, of Trafford Sportsmen's Club. 2. Non-Prohibited Person Declaration: By signing this Agreement, I declare that: a. I am not currently under indictment and 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. b. I am not an unlawful user of, or addicted to, marijuana or any depressant, stimulant, narcotic drug, or any other controlled substance; and I will not be under the influence of alcohol or any illegal, prescription or over-the-counter drug while using the Range and/or participating in related activities.

2. I have never been adjudicated mentally defective or committed to a mental institution; and 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 partner.

3. Assumption of Risk: I understand that my use of Trafford Sportsmen's Club's Range and 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 splash-back 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 in Trafford Sportsmen's Club Range or on its Property; risk of my suffering serious eye injury or blindness, hearing loss or deafness, brain damage, lead poisoning, broken bones, paralysis, sprains, strains, burns, cuts and other injuries resulting from use of Trafford Sportsmen's Club Range and Property; risks of emotional and psychological injury; and other risks too varied and numerous to specify. I understand and acknowledge such risks, and hereby knowingly, voluntarily and expressly choose to use the Trafford Sportsmen's Club Range and Property and hereby assume full and exclusive responsibility for all such risks, known and unknown, associated with, because of, arising out of, in connection with or in relation to the use of the Range and/or Property, including those which may be caused by the negligence or claimed negligence of Trafford Sportsmen's Club.

4. Waiver and Liability Release: I agree to assume full responsibility for any and all damages, including, but not limited to, personal injury, death, disability, medical and/or other expenses, which I may sustain associated with, because of, arising out of, in connection with or in relation to my use of Trafford Sportsmen's Club Range and/or Property. I hereby forever release, discharge, and agree not to sue Trafford Sportsmen's Club, its members, officers, directors, employees, agents, insurers, representatives, assigns, affiliates, and others acting on its behalf (collectively, the "Releasees") from and/or for all claims, liabilities of any kind, demands, damages (including but not limited to direct, indirect, incidental, special and/or consequential damages), losses, costs (including but not limited to court costs, attorneys' fees and litigation expenses arising from any legal proceedings which I might bring contrary to this Agreement, actions, or causes of action of any kind or nature (whether they occur now or in the future, and whether they are known or unknown), that may be associated with, because of, arising out of, in connection with or in relation to my use of the Range and/or Property (collectively, "Claims"). I hereby waive any right I may have to make Claims against the Releasees for any damages sustained by me that may directly or indirectly be associated with, because of, arising out of, in connection with or in relation to my use of the Range and/or Property. I understand and agree that the foregoing waiver and liability release applies even if the Claims are caused by the negligent acts, omissions or carelessness of any of the Releasees. I understand and agree that the foregoing waiver and liability release applies to myself as well as my spouse, children, parents, guardians, heirs, administrators, personal representatives, successors, assigns, or any other person who might submit a Claim or sue on my behalf. This Waiver and Liability Release includes, without limitation, Claims related to (i) my use of the Range and Property, (ii) the condition and maintenance of the Club Range and Property, and (iii) the content and sufficiency of instruction and training, if any, which may be provided.

5. Hold Harmless and Indemnification: I shall indemnify and hold harmless Trafford Sportsmen's Club and Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, arising out of, or resulting from, any claim of a third party related to my use of the Range and/or Property and arising from my conduct or actions. I hereby agree to pay Trafford Sportsmen's Club for loss or damage due to my own intentional act, negligence or carelessness.

6. 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 hereby further agree that this Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and that any legal dispute arising hereunder will be litigated in the courts of the Commonwealth of Pennsylvania, and specifically Westmoreland County or the Western District of Pennsylvania. I accept the personal jurisdiction of the courts of the Commonwealth of Pennsylvania, and I waive my right to a jury trial in connection with any such legal dispute. If my jury trial waiver is deemed unenforceable, then I agree that any dispute shall be resolved by common law arbitration. If any portion of this Agreement is deemed unenforceable, the remainder shall be given full force and effect.

BY SIGNING INTO THE TRAFFORD SPORTSMEN'S CLUB OR ACCEPTING YOUR MEMBERSHIP CARD FOR MEMBERSHIP AT THE TRAFFORD SPORTSMEN'S CLUB, I AFFIRM THAT I HAVE READ THIS ENTIRE RELEASE OF LIABILITY, WAIVER OF CLAIM, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT. THAT I FULLY UNDERSTAND ITS CONTENTS, AND THAT I AM INTENTIONALLY AND VOLUNTARILY SIGNING IT AS A CONDITION OF MY USE OF THE TRAFFORD SPORTSMEN'S CLUB RANGE AND/OR PROPERTY AND WITH THE INTENT TO BE LEGALLY BOUND.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Guardian's Signature \_\_\_\_\_ Date \_\_\_\_\_

(if members, guests, or event users are under 21 years of age, Parent or Guardian signature is required.)