

# TOMMY GUN SHOOTING RANGE



1097 Texas Palmyra Hwy Honesdale PA 18431

135 Kahr Ave. Greeley PA 18425

## APPLICATION FOR USE, WAIVER OF LIABILITY AND RANGE RULES

I hereby make application for use, on this or future dates, of Tommy Gun Shooting Range facility (hereinafter "range") which use includes, but is not limited to, the use and discharge of firearms, bows (crossbows), air soft guns at the range, the use and discharge of rental firearms, bows and air soft guns provided by the range, and the services and training by employees of the range. I also understand that if I am in any way unfamiliar with the proper handling, loading, use, and/or discharge of firearms, bows, or ammunition that I intend to use at the range, the range will provide me, at my expense, instruction in the proper handling, loading, use, and discharge of such firearms, bows and ammunition.

I declare that:

1. I am not under indictment or information (an information is a formal accusation of a crime made by a prosecuting attorney) in any court for a crime for which a judge could imprison me for more than one (1) year.
2. I have never been convicted in any court of a crime for which I could have been imprisoned for more than one (1) year (even if I was given a shorter sentence).
3. I am not a fugitive from justice.
4. I have never been discharged from the armed services under dishonorable conditions.
5. I have never been adjudicated mentally defective or been committed to a mental institution.
6. I am not an illegal alien in the United States.
7. I am not subject to a Court Order restraining me from harassing, stalking, or threatening another person.
8. I have never been convicted of a misdemeanor crime of domestic violence.
9. I am not addicted to, or an unlawful user of, marijuana, any depressant, stimulant, narcotic drug or any other controlled substance.
10. I am not depressed and/or do not want to cause harm to myself or others.
11. I am not pregnant or nursing.

I further represent that I am under no kind of restraint against the possession or use of a firearm, including any sort of domestic violence restraining order, suspension, revocation or any other impairment or any kind, without exception, and that I am legally free to own, possess and handle firearms.

I certify that the above answers are true and correct. I understand that a person who cannot affirm any of the above question is PROHIBITED from possessing or renting a firearm. I understand that making a FALSE oral or written statement or the exhibiting of any false or misrepresented identification with respect to this transaction is unlawful and that I will be held liable. I further certify that I am experienced and skilled in the proper handling, loading, use, and discharge of all firearms

and ammunition that I intend to use at this range. I agree to absolutely and unequivocally release from any liability and hold harmless Tommy Gun Shooting Range and any and all of its employees, instructors, agents, representatives, officers, and members guests and invitees with respect to my use of the facilities of Tommy Gun Shooting Range.

I understand and agree that by using the TGSR I affirm the answers provided above, and that I have a continuing obligation to notify TGSR of any changes in the above information whenever I next use the facilities at TSGR.

Signature: \_\_\_\_\_ date: \_\_\_\_\_

**PLEASE DO NOT FILL OUT YET  
DO IT ONLINE AT THE RANGE**

## TOMMY GUN SHOOTING RANGE LIABILITY AND COVID WAIVER FORM

THIS FORM MUST BE READ AND SIGNED BY EACH PERSON WHO ENTERS THE RANGE BEFORE USE OF THE PREMISES AND FACILITIES

\* READ CAREFULLY BEFORE SIGNING\*

The UNDERSIGNED has read and understands the posted safety rules, and knows, understands, acknowledges and accepts that anticipated and unanticipated dangers associated with the use of training, firearms and archery equipment on ranges present a risk of DEATH, PERSONAL INJURY, AND/OR PROPERTY DAMAGE.

In the event that I cause an injury (or death) to myself or another person, or to the property at the range, I agree to indemnify and hold harmless Tommy Gun Shooting Range, together with its agents, representatives, instructors, members, employees, guests and invitees from any and all claims for injuries and/or damages brought by the injured person as a result of my acts or omissions, whether negligent or otherwise. I understand, acknowledge and accept that the range is a location within which firearms and bows and arrows discharge deadly projectiles. I further understand that the discharging of firearms, bows and the use of ammunition and arrows have inherent dangers that no amount of care, instruction, or expertise can eliminate. I further understand that the range is an indoor/outdoor shooting facility that uses a series of component parts, including a bullet trap to decelerate discharged ammunition, however, I understand that these component parts and bullet traps of the range DO, in every instance, contain bullets or bullet fragments and have been known to cause ricochets that could cause serious personal injury or death and I expressly and voluntarily assume all risks of personal injury or death sustained while using the range, including the risk of negligence of Tommy Gun Shooting Range, its employees, agents and/or assigns, ricochets of bullets or bullet fragments, and/or the acts or omissions of third parties, and/or obvious, hidden or latent defects in the range facilities, including but not limited to, the bullet traps and the associated and component parts of the range. I further agree that no oral representations, statements, or inducements apart from the foregoing written Agreement have been made and that any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged. I have made an independent evaluation of the risks associated with my use of the range, and based thereon, I re-affirm my assumption of the risks set forth above. I have read and understand these rules and agree to follow and abide by each rule. I understand that eye protection, in the form of safety glasses, and hearing protection must be worn by all persons on the shooting range at all times, without exception. Eye protection must be worn by all persons on the archery range at all times, without exception.

In CONSIDERATION for being permitted entry to and/or use of the premises and facilities of TOMMY GUN SHOOTING RANGE and on behalf of himself/herself, his/her family, estate, heirs and assigns, the UNDERSIGNED hereby assumes all risk of DEATH, PERSONAL INJURY and/or PROPERTY DAMAGE and forever releases, discharges, and agrees to hold harmless TOMMY GUN SHOOTING RANGE, its EMPLOYEES, INSTRUCTORS, AGENTS, REPRESENTATIVES, OFFICERS, MEMBERS, GUESTS and INVITEES from all claims, demands, causes of action, or liability of any kind, including attorneys' fees, for DEATH, PERSONAL INJURY, and/or PROPERTY DAMAGE occurring during the UNDERSIGNED'S presence on or use of the premises and facilities of TOMMY GUN SHOOTING RANGE. The UNDERSIGNED agrees to be responsible for any and all damages (including but not limited to the costs of repairs) occurring during the use of, and/or otherwise presence on, the premises of TOMMY GUN SHOOTING RANGE by the UNDERSIGNED and/or any of the UNDERSIGNED'S GUESTS.

The UNDERSIGNED fully understands, acknowledges and accepts the potential of risk of contracting COVID-19 while on the premises of TGSR despite the precautions utilized by the TGSR. I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing. I further acknowledge

that TGSR has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19. I further acknowledge that TGSR cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/ COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, TGSR staff, and other TGSR clients and their families. I voluntarily seek services provided by TGSR and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while at TGSR.

I attest that:

- I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- I have not traveled internationally within the last 14 days.
- I have not traveled to a highly impacted area within the United States of America in the last 14 days.
- I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/ COVID-19.
- I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non contagious by state or local public health authorities.
- I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold TGSR, its EMPLOYEES, INSTRUCTORS, AGENTS, REPRESENTATIVES, OFFICERS, MEMBERS, GUESTS and INVITEES harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of TGSR, or that may otherwise arise in any way in connection with any services received from TGSR. I understand that this release discharges TGSR from any liability or claim that I, my heirs, or any personal representatives may have against TGSR with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from TGSR.

The Undersigned In CONSIDERATION for being permitted entry to and/or use of the premises and facilities of TOMMY GUN SHOOTING RANGE and on behalf of himself/herself, his/her family, estate, heirs and assigns, the UNDERSIGNED hereby assumes all risk of DEATH, PERSONAL INJURY and/or PROPERTY DAMAGE and forever releases, discharges, and agrees to hold harmless TOMMY GUN SHOOTING RANGE, its EMPLOYEES, INSTRUCTORS, AGENTS, REPRESENTATIVES, OFFICERS, MEMBERS, GUESTS and INVITEES from all claims, demands, causes of action, or liability of any kind, including attorneys' fees, for DEATH, PERSONAL INJURY or ILLNESS.

I have received and read the TGSR rules and agree to follow them.

Signature: \_\_\_\_\_ date: \_\_\_\_\_

## Range Rules

- ✓ Service will be refused to anyone suspected of being under the influence of alcohol, narcotic, medicinal or other impairing substance.
- ✓ All firearms entering this facility must be in a case or holster and must remain cased or holstered until in range and at a shooting bench.
- ✓ Check in at service counter upon arrival at Tommy Gun Shooting Range.
- ✓ Minimum age to rent a firearm is 21 years of age. **NO EXCEPTIONS!**
- ✓ Children 12 years of age and older may participate while accompanied by a parent or guardian.
- ✓ This required safety briefing must be repeated annually.
- ✓ Shooters may only use authorized firearms and ammunition. If in doubt, ask. **USE OF RELOADS IS PROHIBITED.**
- ✓ Hearing and eye protection must be worn at all times inside the range.
- ✓ For the health and safety of your child, pregnant women cannot enter the range.
- ✓ Firearms may only be handled inside the booth, on the firing line and pointed down range at all times.
- ✓ Every firearm will be treated as loaded at all times. **NO EXCEPTIONS!**
- ✓ Never point a firearm at anything you do not intend to shoot. **NO EXCEPTIONS!**
- ✓ Only remove your firearm from case or holster when you are on the firing line, on the bench and facing down range.
- ✓ Upon completion of your range use, maintain the muzzle pointing down range, verify firearm is in safe condition (the source of ammunition is removed and no round is in the chamber) and secure your firearm in your case or holster. **NO EXCEPTIONS!**
- ✓ Always keep your finger off of the trigger until aimed, on target and ready to shoot. Remove your finger from the trigger immediately if there is to be any lapse in shooting, for any firearm malfunction, calling of a cease fire or any other reason. **Anyone can call for a cease fire if an unsafe or suspected unsafe act is observed.**
- ✓ Always keep your firearm pointed in a safe direction. Know your target and what is beyond. If in doubt, don't shoot, remove your finger from the trigger, point the firearm in a safe direction and notify a Range Safety Officer.
- ✓ Always keep your firearm unloaded until you are ready to shoot.
- ✓ Never shoot to the side or above or below the bullet trap, toward or at the target rail system or target carrier.
- ✓ Only one target on the target carrier at a time.
- ✓ All rounds should impact the target, backer and backstop to maintain a safe rate of fire.
- ✓ No drawing from a holster and firing. **NO EXCEPTIONS!**
- ✓ Please remove your target and place trash in provided garbage receptacles.
- ✓ You may gather your brass and place in provided yellow recycle container, or push brass down range ahead of red safety line without crossing the red safety line. **Do not place brass in garbage.**
- ✓ To purchase additional lane time, ammunition or targets, notify the Range Safety Officer, go to front counter and purchase these services and items.
- ✓ Failure to follow the above rules or directives of Range Safety Officers or other range staff may result in immediate and permanent termination of range use privileges and immediate expulsion from the facility. **REFUNDS WILL NOT BE GIVEN. NO EXCEPTIONS.**
- ✓ Upon completion of range activities, you should immediately wash hands with de-leading soap and launder clothing.

### Range Officer:

All Range Officers are in direct charge of the range and all participants at all times. The Range Officer will ban from the range any person handling a firearm, bow (crossbow) or air soft gun in an unsafe or careless manner. Your membership or privilege may be void should such conduct warrants.

### Vandalism:

Any person seen firing at lights, baffles, carriers, or any other range property or equipment will have their membership suspended, and will be reported to the proper authorities for appropriate action. Firing at anything that is not approved by the Range Officer is prohibited. All shooters will be held accountable and will pay for any damage you cause including replacement and installation charges.

### Firing line occupants:

1. All persons using the facilities shall be of good character. Appropriate dress is required at all times. Tommy Gun Shooting Range is a family-oriented facility and we have the right to refuse service to anyone. Persons smelling of alcohol on their breath or who appear impaired will be required to leave the facility.
2. All persons utilizing the range are required to receive, understand and sign the rules, regulations and disclaimer and waiver of liability notice. A responsible adult must accompany persons under twenty-one (21) years of age. This adult shall act as a coach, and MUST remain with the minor(s) at all times while the minor(s) is utilizing the range.
3. Any equipment or other personal items in/on a shooting lane left unattended are at the Owner's risk. Tommy Gun Shooting Range is not responsible for lost or stolen items.
4. All range brass is to be pushed forward - do not enter the range to retrieve any brass.
5. Safety glasses are MANDATORY when entering the range. Tommy Gun Shooting Range sells safety glasses for a nominal fee or you may bring your own. Hearing protection is MANDATORY when entering the range. Tommy Gun Shooting Range sells hearing protection for a nominal fee or you may bring your own.

### Gun rental policy

- Current photo identification required
- Must be at least 21 years of age
- Range firearms must be fired with ammunition purchased on premises
- All range rules and regulations must be adhered to at all times
- Any violation of the rules and regulations will void your rental without a refund

Please fill name of the shooter:

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_

For Parent / Guardian

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Copy of Scanned DL or ID

RSO Name:

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**PLEASE DO NOT FILL OUT YET  
DO IT ONLINE AT THE RANGE**