

**EAST RANGE SPORTSMEN’S AND CONSERVATION CLUB
PO BOX 436 HOYT LAKES, MN 55750
Phone 218-994-1367 email erscc@gmail.com
Application for membership and agreement of conduct**

I agree to the Range Rules and Bylaws of the East Range Sportsmen’s and Conservation Club. I will always practice safety in every visit I make to the Club’s facilities. I will allow no-one to violate these rules at any time. I will be allowed to use the facility at any time it is open and does not have an event scheduled. I will always keep the range clean and clear of debris and garbage. I will help and assist in any way I can to keep the range safe. I promise to use common sense in my conduct on the range. I will always obey all commands given by the Range Officer. I will be courteous to all shooters on the range. I will assist any shooter who may need it if I am able to.

All members are required to sign in prior to use of the range. All members must pay \$2.00 range fee per authorized target whether using the Clubs, steel plates, or their own. Shooting at authorized targets only, no rocks, concrete, or yardage signs.

Failure to follow these rules may result in immediate revocation of membership.

I hereby testify that I can own and use firearms. _____ Init.

I hereby testify that I have read and agree to the membership agreement. _____ Init.

Membership fees are good for calendar year

- Adult - \$25.00
- Intermediate - \$20.00
- Junior - \$10.00
- Child- \$5.00

Select one membership type per application

Active_____ Intermediate_____ Junior 12-18_____ Affiliate 12-18_____ Child under 12_____

PRINT NAME_____ **DOB**_____

ADDRESS_____ **CITY/STATE**_____

ZIP_____ **PHONE**_____

E-MAIL_____

SIGNATURE_____ **DATE**_____

Parent or guardian signature required for junior and child member.

PRINT PARENT NAME_____

PARENT SIGNATURE_____ **DATE**_____

MEMBERSHIP FEES AND RULES ARE SUBJECT TO REVISION ON MEMBERSHIP VOTE!

MEMBERSHIPS

Section 2.1. Types of Memberships. The club shall maintain four (4) classes of membership as set forth in the following sections.

Section 2.2. Active Member. An Active Member shall be a person 21 years of age or older who has paid the annual dues. An Active Member shall have full voting rights at any Club meeting and shall be eligible to hold any Club office.

Section 2.3. Intermediate Member. An Intermediate Member shall be a person 18 years of age or older, but less than age 21 who has paid the annual dues. An intermediate member shall have voting rights and shall not be eligible to hold office. Dues to be paid by annual meeting to be able to vote at such.

Section 2.4. Junior Division. Any person having attained the age of 12 years and less than 18 years of age may enroll in the Junior Division of the club upon annual payment of the applicable registration fees in effect at the time of enrollment and with the written consent of the parent or guardian. There will be two categories within the Junior Division:

(a) ACTIVE JUNIOR - any person between 12 and 18 years of age whose parent or guardian is an Active Member. Such Active Junior shall not have voting rights, nor shall be eligible to hold any Club office. Further, Active Juniors may have full use of Club facilities only under the direct and immediate supervision of an Active Member;

(b) AFFILIATE JUNIOR - any person between 12 and 18 years of age whose parent or guardian is not an Active Member. Such Affiliate Junior shall not have voting rights nor be eligible to hold any Club office. Further, Affiliate Junior activities shall be limited to participation in Club activities such as Hunter Safety Course, Marksmanship Training, Junior Club Teams, scheduled shoots, and may use range facilities, but only under the direct and immediate supervision of Active Members so designated to conduct such activities.

Section 2.5. Sub Junior Division. Any child under the age of 12, whose parent or guardian is a member of the club may join. These members must be in direct control of the adult supervising at all times.

At no time are persons enrolled in the Junior Division or Sub Junior Division to be on the Club grounds without the direct and immediate supervision of an Active Member. Violators of these rules will require immediate removal from the range.

Town of White

East Range Sportsmen's & Conservation Club Property

WAIVER AND RELEASE

Please read carefully before signing.

1. I wish to use the firearm firing range (the "Facility") owned by the Town of White (the "Township"), located in Aurora, Minnesota.
2. I certify that I may legally possess firearms.
3. My use of the Facility is voluntary. I understand that the shooting of firearms is dangerous. I further acknowledge that no matter what precautions I may take, including but not limited to the wearing of various types of protective gear (including hearing and eye protection), that I could experience injury of a very serious nature and/or die as a result of an accident or incident. I freely, voluntarily, and with such knowledge assume any and all such risks while using the Facility.
4. I acknowledge that I have received and reviewed the rules and regulations governing the use of the Facility. I agree to abide by all such rules and regulations. I also agree to comply with any ordinances or laws applicable to the Facility. I agree that the Township may terminate my use of the Facility at any time if I violate any of the Facility's rules and regulations, or for any other reason within the discretion of the Town.
5. I have determined that by professional standards, my shooting equipment, ammunition and all corresponding items are in good condition and suitable for the shooting contemplated by this Waiver and Release.
6. In consideration for being permitted to use the Facility, I understand and agree that neither the Township nor any person acting on behalf of the Township, may be held liable in any way for any event which occurs in connection with my use of the Facility which may result in harm, death, injury or other damage to me. This Waiver and Release does not waive liability for any injuries that I obtain as the result of willful, wanton or intentional misconduct by the Township or any person acting on behalf of the Township.
7. I agree to defend, indemnify and hold harmless the Township for any expense or liability the Township may incur as a result of my conduct, actions or omissions while using the Facility.
8. It is my express intent that this Waiver and Release shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.

East Range Sportsmen's & Conservation Club

General Release and Liability Waiver

This document may have legal consequences; you are encouraged to read it carefully.

WHEREAS, the EAST RANGE SPORTSMEN'S AND CONSERVATION CLUB, a Minnesota non-profit membership organization that manages the property to be used as a recreational target shooting range owned by the Town of White. From here on out EAST RANGE SPORTSMEN'S AND CONSERVATION CLUB will be referred to as ERS&CC; and

WHEREAS, the ERS&CC has established a set of standard operating procedures and other rules, regulations and bylaws in order to provide a framework for the safe operation of the facility as a target shooting range, which access has been provided to each member of the ERS&CC and by which each member is responsible for their conduct and the conduct of their guests while on range property.

NOW THEREFORE, in consideration of the promises of the parties hereto, each signatory set forth below agrees that:

- 1) He/she assumes sole responsibility for: a) The actions of those under their control and supervision in the use of firearms, vehicles and/or any other personal property while on the Club premises, and all such actions or conduct shall not be attributable in any manner to ERS&CC, its elected officials, members, or officers. b) Any loss or injury which maybe directly or indirectly attributable to their acts while on Club property; and agrees to indemnify the said ERSCC for any monetary damages which may be assessed against it as a result of said actions or activities.
- 2) Each member/guest is familiar with and knowledgeable concerning any and all personal property used on the property. Further, each member/guest affirms that he/she will comply immediately with instruction from range safety personnel if present or posted rules on the facility. Further, each member affirms that he/she will be responsible for the actions of their guest(s) while on property.
- 3) The member/guest hereby releases forever the ERS&CC, its elected officials, officers, range safety personnel, jointly and severally, of ordinary negligence for the actions of the member/guest in their use of the facility, and holds the ERS&CC not responsible for negligence against the organization, its successors and/or assigns.
- 4) If the guest is a minor, or under any disability which prevents the guest from acting in their own interests, then their participation in any activity while on premises shall be under the supervision of a parent or other legally designated guardian; or if the activity is under sponsorship of a Club or other officially sanctioned youth or disability program, then such participation shall be under the supervision of a designated supervisor of such program or activity, which shall be solely responsible for their action.

5) ERS&CC reserves the right to refuse any person the use of the Club property in accordance with the following policies:

a) any guest may be refused permission to use the property for any reason or for no reason, in the sole discretion of the Town of White and ERS&CC, its officers, directors or in the judgement of any range safety personnel present on the facility.

b) Members of ERS&CC are bound by the bylaws, standard operation procedures, range rules, other rules and regulations and any infractions will be handled as provided therein.

6) The member/guest acknowledges that he/she has read and understands the foregoing and executes this release and waiver of his/her own free will and not under any form of coercion or duress; a copy of this form has been received by the member/guest.

Dated this _____ day of _____ 20_____

Printed name of member _____

Signature of member _____

Printed name of minor being signed for if applicable _____