



2560 FM 972, Georgetown, Texas 78626
www.TexasFiringLine.com

AGREEMENT FOR USAGE OF THE FIRING LINE RANGE-- 2020

Whereas, The Firing Line, LLC, (Hereafter referred to as The Range) operates a private shooting range and firearms training facility and;

Whereas, The Range facilities are available only to members & their guests, and;

Whereas, Any legal resident of the United States who may legally own firearms or use them under the supervision of an adult, may purchase a membership, and;

Whereas, _____ (Hereinafter referred to as the MEMBER) desires to purchase a membership;

NOW, THEREFORE AND IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Membership Type:

The member elects to purchase the following described membership for the price indicated by placing his/her initials thereon¹:

_____ **Full Member**: Standard membership. Full Members have independent access to Range property and use of range bays in accordance with (IAW) **Annex A**, attached hereto and incorporated herein by reference for all purposes. Prior to using the Range facilities, Full Members must attend a Range Orientation class and successfully complete the Range Firearm Proficiency Demonstration, described in **Annex B**, which is attached hereto and incorporated herein by reference for all purposes. Full members must be fully qualified to purchase a firearm under Federal & State Law, and must submit a membership application to the Range Management along with the membership fee. Fees are prorated² for the remainder of the first year (only) for Full Members. Annual Membership Fee: \$360.00 plus tax. This fee will be refunded if membership is denied for any reason.

_____ **Associate Member**: Associate Members are the spouse/partner of a Full Member and living in the same household. Associate Members are not required to attend a Range Orientation class or to meet any of the requirements of a Full Member. Associate Members do not have independent access to the range. Associate Members must be with a Full Member

¹ Note: Memberships are NOT transferable

² Note: Fees are only prorated for the remaining months in any year.



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when they attend the range. Fees are NOT prorated for Associate Members. Annual Fee: \$60.00 plus tax.

_____ **Junior Member:** Junior Members are children, ages 8-18 living in the same household and at the same address as a Full Member. Juniors may not attend the range without a Full Member. A member may remain a Junior through the year he turns 18 years of age. The following year they must become a Full or Associate Member to continue to attend the range. Risk Liability Waivers for Junior Members must be signed by the Junior Member’s parent or guardian. (See **Annex E1**) Fees are NOT prorated for Junior Members. Annual Fee: \$60.00 plus tax. See also Range Rule # 19.

_____ **Instructor Member:** Instructor Memberships are limited to minimize usage conflicts with other members. As such, a waiting list may be maintained as required. Instructor Members are required to meet ALL requirements of a Full Member. Instructor members may conduct classes and sponsor events at the Range. Instructor Members may reserve Ranges for specific classes IAW **Annex A** and **Annex F**, attached hereto and incorporated herein by reference for all purposes. Reservation dates and times will be posted on the Range Website calendar. Annual Fees vary based upon the Instructor’s projected student numbers. For additional information including certificate documentation, insurance requirements, participant & event fees, rules and requirements, Certified Instructors should request a copy of **Annex F**, Instructor Policies, which, if applicable, will be attached hereto and incorporated herein by reference for all purposes.

Membership Packages:

_____ **Family / Household Package:** The typical Family Package Includes two (2) Full Memberships & Junior Memberships for all minors under 18 living with and members of the same household³. Both Full Members are required to meet ALL requirements and both will have independent access to the range. The typical Family Package annual Fee is \$525.00 plus tax. Fees are prorated for the remainder of the first year of a Family Package. See also Range Rule # 19. Atypical fees and details for this agreement are listed below:

Guest Policies:

_____ **Adult Guest:** Adult Guests are the guests of a Full Member who are over the age of 18. Guests are not required to attend a Range Orientation class or to meet any of the requirements

³ Note: Must reside at the same address.

Initials



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of a Full Member. Guests do not have independent access to the range and must be with their Full Member sponsor when they are on the range property. Full Member sponsors are responsible for collecting and/or paying a Daily Fee of \$15.00⁴ for each Guest. All Guests must sign a new liability/risk waiver for each visit. Full Members may not have more than three (3) Guests on the property at any one time. All Guests must be more than five (5) years of age unless approved in advance by the Range Owners.

Members may not conduct classes/instruction or identify students as guests in order to avoid compliance with Range use policies or Instructor insurance/certification requirements. Conducting formal instruction for "Guests" will be considered a violation of this agreement and treated accordingly (See paragraph 8). Note: formal instruction is normally conducted for a fee and does not include demonstrating firearms use & safety to friends & family.

Full Members are responsible for their Guests at all times and must insure their compliance with all Range and Firearms Safety Rules as detailed in **Annexes C & D**. (See specifically Annex C, rule 16).

Junior Guest: A Junior Guest is a Guest who is between the ages of 5 & 18. Risk Liability Waivers for Junior Guests must be signed by the Junior Guest's parent or guardian. Daily Fee: \$10.00⁵. Junior guests must provide a new waiver signed by their parent or guardian for each visit. NOTE: Junior Guests must be 8 years of age or older to shoot. Junior Guests 5-7 years of age must be NON-SHOOTING. Full Members are responsible for their Junior Guests at all times and must insure their compliance with all Range and Firearms Safety Rules as detailed in **Annexes C & D**. (See specifically Annex C, rules 19 & 20).

Membership Policies:

1. Member shooters must:

a) Have executed a current Range Use Agreement and paid the appropriate membership fee for the current calendar year, and;

b) Conform to all policies described in this Agreement, and obey all Range Use & Firearms

⁴ Note: This price includes tax when paid using the drop box at the Range, and is **PLUS TAX** when paid at the Range office which is co-located with Guns Plus at 2316 N. Austin Ave, Georgetown, Tx 78626.



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Safety Rules as described in **Annex C & D**, which are attached hereto and incorporated herein by reference for all purposes, and;

c) Before entering the actual firing ranges, sign **Annex E**, the Range Risk Waiver Agreement, which is attached hereto and incorporated herein by reference for all purposes.

2. Membership Renewal

a) Range membership is a privilege and not a right. To retain membership from year to year, members must remain in good standing. Members in good standing are defined as those who consistently follow range rules & regulations and as a result do not require intervention, explanation, mediation, or "maintenance" by range management. Examples evidencing "high maintenance" members include, but are not limited to, disciplinary actions, conflicts with other members, incidents requiring range management intervention, or other such conduct.

b) All members must renew their membership annually. Renewal notification and packets will be emailed to members in good standing on or about November 15th every year. To renew your membership you must complete & sign a new Risk Liability waiver, a Membership Renewal Form and a copy of the 2020 Range Rules (**Annex C**). Your signature acknowledges that all portions of the 2020 Range Agreement & ALL Annexes have been read & understood. The new forms must be submitted with the annual fee to our office. Members renewing a current membership do not have to satisfy any training requirements.

c) Memberships expire on December 31st of every calendar year. You should plan on submitting your renewal paperwork in November. This will ensure that your renewal is accomplished before the end of the year and that you have the new Range gate code and a current Range Badge. Members who renew before December 31 will not have their use of the Range interrupted. On January 1, members who have not renewed their membership will not be able to open the gate with the old combination and will be denied entry to the Range.

d) If your membership has lapsed for more than 3 months (i.e. not renewed by midnight on March 31st), then you will be considered a new member and must attend a Range Orientation class and execute a Membership Packet before you can access the Range. It will not be considered a renewal. This is important so that you can have a refresher for our range and safety rules.

e) There is no 'penalty' for late membership renewal other than being denied access to the Range until the renewal is turned in. However, WE DO NOT PRORATE DUES FOR LATE RENEWALS. Completion of all renewal requirements will ensure that we always have current contact information for members and that members have the latest rules and policies.



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3. Range Hours:

a) Normal Range hours – The Range is open and available to members every day, beginning at 8:00 am and ending at sunset⁵.

b) Instructor members may schedule ranges for use every day between the hours of 8:00 am and sunset⁶. Ranges may periodically be scheduled between sunset & 10pm with prior approval.

c) No more than a total of two (2) ranges (Tactical Bays) of any type may be reserved simultaneously during “prime member usage time⁷”. Instructor Members may not reserve more than 8 hours of “prime time” range hours in any calendar month. (Note: 10 hours if the month has 5 weekends).

d) No shooting or other noise making activity may be conducted before 8:00 am or after 10:00 pm by any one for any reason.

e) All activities on the property must be concluded by 11:00 pm.

f) All Range property is off-limits except to Firing Line Staff & Employees between the hours of 11:00 pm and 7:00 am.

g) Members are advised that security video will be utilized on Range property at all times. After-hours trespassers will be reported to law enforcement authorities.

h) Members are advised to check the Range website for notices and changes in range availability prior to driving to the property, as:

i) The Firing Line, LLC reserves the right to restrict access to ranges for repair & maintenance and to reserve Range dates and times, and;

ii) Range hours may be altered and the range may be closed due to inclement weather, i.e. rain, or other conditions which may adversely impact use of the range.

4. Range Usage: The Range and all Bays shall be accessed and used IAW **Annexes A and C**, which are attached hereto and incorporated herein by reference for all purposes.

⁵ Check the Range website for official daily sunset times.

⁶ Ranges may be set up and occupied between 7:00am & 8:00am, but firing may not begin until 8:00am.

⁷ Defined as weekends from 0800 Saturday until Sunset on Sunday.



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5. Range Safety Officer's (RSO's):

- a) The Firing Line MAY, but is NOT REQUIRED to provide Range Safety Officers on the property.
- b) The Firing Line reserves the right to provide RSO's who may monitor activities on the range and enforce range rules and policies.
- c) Firing Line RSO's will be distinctively identified by a Red Firing Line ID Badge, and may observe any activities conducted on Range Property.
- d) Firing Line RSO's are the final authority on the Range with regard to procedures, activities and standards for safety.
- e) In the absence of a Firing Line RSO, shooters are responsible to obey and enforce all published Range Policies and Rules.

6. Visitor/Observers. Full Members may be accompanied by non-shooting visitor/observers at no charge, under the following conditions:

- a) Visitors must remain with their sponsor at all times;
- b) Visitors must not handle or manipulate firearms at any time;
- c) Visitors must sign & submit a Guest Risk Liability Waiver prior to entering shooting areas;
- d) Visitors must conform to all Range Rules and Policies;
- e) Member sponsors are responsible for the behavior and actions of their visitor; and
- f) The total number of Visitors and/or Guest Members must not exceed three (3) at any one time without the prior approval of Range Management.

7. Incidents occurring on Range property: An incident is defined as an unanticipated occurrence, or an event that causes unanticipated or unusual consequences. Incidents include, but are not limited to deviations from Range policies or rules. Incidents are classified in two categories:

Minor incidents: Incidents in which no one is injured or involving only minor injury (i.e. requiring only minor first aid), and;

Major incidents: Incidents involving serious injury (i.e. requiring treatment or transport by EMS or hospitalization) OR, any event requiring law enforcement notification or resulting in law enforcement intervention.



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Members are required to report incidents to Range management. Major incidents should be reported immediately (or as soon as reasonably possible) by calling (512) 431-6003, and documented by completing and submitting an incident report (**Annex G**). Minor incidents do not require verbal notification of Range management, but should be reported by completion and submission of an incident report. Incident reports must be submitted by delivery to Range offices by the end the next business day following the incident.

8. VIOLATIONS OF THIS AGREEMENT OR THE ANNEXES THERETO.

a) Violations are classified in two categories:

i) Major violation – a violation of Range or Firearms Safety Rules or Range Policies that has or could have the potential of causing injury or loss of life.

ii) Minor violation – a violation of Range or Firearms Safety Rules or Range Policies that does not have the potential of causing injury or loss of life.

b) Any violation, observed by Firing Line RSO's, will be immediately brought to the attention of the Member committing the violation.

c) Any Member advised of a violation will immediately cease and desist the identified action(s).

d) Major violations will result Member's Range privileges being immediately revoked for the remainder of that day and the Member will be asked to leave the Range. Members committing two (2) major violations in one year will have their Range privileges revoked for the remainder of that year. Revocation of Range privileges may be considered grounds for non-renewal of Range membership. Members failing to immediately comply will be reported to law enforcement authorities and prosecuted for Trespass.

e) Minor violations will initially result in a warning. Members committing two (2) minor violations in one (1) 24 hour period will have their Range privileges revoked for the remainder of that day and the Member will be asked to leave the Range. Members committing three (3) minor violations in one year will have their Range privileges revoked for the remainder of that year. Revocation of Range privileges may be considered grounds for non-renewal of Range membership. Members failing to immediately comply with request to vacate the property will be reported to law enforcement authorities and prosecuted for Trespass.

f) All violations will be reported to Range Management and repeat offenders will be notified that further violations could result in the loss of Range privileges for the remainder of the calendar year. All members are herewith advised that violations of any type could result in the Member's annual membership renewal being denied.



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g) Members are advised that the Range property, and therefore their actions, will be monitored at all times by remote security cameras (both still & video) and actions on the range may be recorded for security & liability purposes.

h) In the event that a Member's privileges are revoked, the Member will NOT receive a refund.

9. Changes and amendments to this Agreement.

a) This Agreement may be changed or modified by Range Management at any time.

b) In the event this Agreement is changed or modified in any way, Members will be notified immediately by email, by posting on the Range web site, and by written notification posted on the Range bulletin board. Changes and modifications to this agreement are effective upon posting.

c) NOTE: A **valid and frequently monitored** email address is a requirement for membership. To avoid inadvertent violation of Range rules or policies, members are advised to check their email regularly in addition to checking the Range website and bulletin board for notices and changes prior to use.

d) Members who object to or disagree with changes or modifications, may withdraw from membership and their annual fees will be pro-rated and returned.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT AND AGREE TO ITS PROVISIONS. I AM AWARE THAT IT IS A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Hereunto I set my hand the _____ day of _____, 20_____.

Signature

Printed Name