

**Neuse Sport Shop, Inc.  
Indoor Firearm Training Range  
225 E. New Bern Road, Kinston, NC 28504  
(252) 527-5058**

**Liability Waiver**

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Application for use of Neuse Sport Shop, Inc.'s Indoor Firearm Training Range, an assumption of the risk, indemnity and release of liability agreement.

I, the undersigned (hereinafter sometimes "I" or "me") hereby make application for the use, on this or future dates, of Neuse Sport Shop, Inc.'s Indoor Firearm Training Range facilities (hereinafter the "RANGE") which use includes, but is not limited to, the use and discharge of firearms and/or archery equipment at the RANGE, the use and discharge of rental firearms provided by the RANGE and the services and training by employees of the RANGE. I represent that I have never been convicted of a felony in any of the 50 United States. North Carolina law prohibits any person convicted of a felony to be present in any environment where firearms are present. I represent that I am experienced and skilled in the proper handling, loading, use and discharge of all firearms and ammunition I intend to use at the RANGE. I understand that the RANGE is specifically relying on the truth of my representations concerning my experience with firearms in permitting me to make use 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 or ammunition which 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 and ammunition. In the event that I cause an injury to myself or another person, or their property at the RANGE, I AGREE TO INDEMNIFY AND HOLD HARMLESS NEUSE SPORT SHOP, INC., ITS' AGENTS, EMPLOYEES AND ASSIGNS FROM ANY AND ALL CLAIM(S) FOR INJURIES, DAMAGES, OR OTHER LOSS BROUGHT BY THAT INJURED PERSON OR THEIR SUCCESSOR(S) AS A RESULT OF MY ACTS OR OMISSIONS WHETHER NEGLIGENT OR OTHERWISE.

In consideration of the acceptance of my application to use the RANGE, which use includes but is not limited to, the use and discharge of firearms at the RANGE, the use and discharge of rental firearms provided by the RANGE and the services and training by employees of the RANGE, I, ON BEHALF OF MYSELF, AGENTS, ASSIGNS, HEIRS, SURVIVORS, EXECUTORS OR ADMINISTRATORS, HEREBY AND FOREVER RELEASE AND DISCHARGE THE NEUSE SPORT SHOP, INC., ITS EMPLOYEES, AGENTS AND ASSIGNS FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS OR CAUSES OF ACTION THAT I MAY HEREAFTER HAVE FOR INJURIES AND DAMAGES ARISING OUT OF MY USE OF THE RANGE OR MY PRESENCE AT THE RANGE, INCLUDING BUT NOT LIMITED TO LOSSES CAUSED BY (1) THE NEGLIGENCE OF NEUSE SPORT SHOP, INC.AND/OR ITS EMPLOYEES, AGENTS OR ASSIGNS, OR (2) RICOCHETS OF BULLETS OR BULLET FRAGMENTS, OR (3) THE ACTS OR OMISSIONS OF THIRD PARTIES, OR (4) HIDDEN, LATENT, OR OBVIOUS DEFECTS OF THE RANGE FACILITIES, INCLUDED BUT NOT LIMITED TO, THE BULLET TRAPS AND THE ASSOCIATED COMPONENT PARTS OF THE RANGE.

I understand and acknowledge that the RANGE is a location within which firearms discharge potentially lethal ammunition. I further understand that the discharging of firearms and the use of ammunition have inherent dangers that no amount of care, instruction, or expertise can eliminate. I further understand that the RANGE is an indoor shooting facility which utilizes 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 NOT, IN EVERY INSTANCE, CONTAIN BULLETS OR BULLET FRAGMENTS AND HAS BEEN KNOWN TO CAUSE RICOCHETS WHICH 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 (1) THE RISK OF NEGLIGENCE OF NEUSE SPORT SHOP, INC., ITS EMPLOYEES, AGENTS AND/OR ASSIGNS, (2) RICOCHETS OF BULLETS OR BULLET FRAGMENTS, OR (3) THE ACTS OR OMISSIONS OF THE THIRD PARTIES, OR (4) 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 oral representations, statements, or inducement

apart from the foregoing write Agreement have been made and the any modification of the 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 I UNDERSTAND THAT I MAY CONSULT WITH MY ATTORNEY CONCERNING THIS AGREEMENT and based thereon I, RE-AFFIRM MY ASSUMPTION OF THE RISKS SET FORTH ABOVE. I understand that I have read and understand the Range Rules document that was presented to me with this Liability Waiver and agree to follow and abide by each rule. Further, I have viewed and understood the Range safety video played prior to my being allowed access to the Range shooting area. I understand that eye protection, in the form of safety glasses and hearing protection are required at the Range and available for my use for a nominal fee, while I am at the RANGE, if I do not possess my own.

THE PARTIES HERETO ACKNOWLEDGE HAVING READ AND UNDERSTOOD THIS AGREEMENT.

Print Applicant's Name : \_\_\_\_\_

Print Applicant's Address : \_\_\_\_\_

Print Applicant's City, State : \_\_\_\_\_ Zip : \_\_\_\_\_

Applicant/Parent/Guardian's Signature : \_\_\_\_\_ Date : \_\_\_\_\_

Range Officer Signature : \_\_\_\_\_ Date : \_\_\_\_\_