

Laramie County Shooting Sports Complex

(307) 775-7484

shootingsports@laramiecounty.com http://www.laramiecounty.com

13802 Bullseye Boulevard Cheyenne, Wyoming 82009

YEARLY ACCESS APPLICATION AND AGREEMENT INSTRUCTIONS

The undersigned hereby applies to become a Yearly Access User of Laramie County Shooting Sports Complex and provides the following information as part of his or her application for YEARLY ACCESS:

Primary UserFirst Nam				DOB	/	/		
	ie e	Last Name						
Home Address			Ci	ity	State	Zip		
Mailing Address (if different) _								
	Number and Street			ity	State	Zip		
Home Phone	_ Work Phone	Cell Phone _	Em	ail address				
Driver's License # State Issued For Corporate Access Fee Users - Place of Employment								
FAMILY MEMBERS – spouse & children 21 and under in household			EMERGEN	EMERGENCY CONTACTS				
		/	/					
Name	Email Address	Date of B	First Name	Last Name		Relationship		
Name	Email Address	/	/ Phone		Phone			
Name	Eman Address	,			rnone			
Name	Email Address	/ Date of B	irth First Name	Last Name		Relationship		
		/	/					
Name	Email Address	Date of B	irth Phone		Phone			
Name	Email Address	/ Date of B	/ First Name	Last Name		Relationship		
		1	,					
Name	Email Address	Date of B	irth Phone		Phone			
Do you have a Wyoming Concealed Carry Permit?								
INITIATION FEE One Time \$50.00			YEARLY ACCESS TYPE PATRIOT (Police/Military) (active or full retirement) Individual \$150.00 yearly Family \$200.00 yearly					
YEARLY ACCESS TYPE COUNTY RESIDENT								
☐ Individual \$200.00 yearly ☐ Family \$250.00 yearly ☐ Junior \$60.00 yearly ☐ Senior (60+) \$175.00 yearly ☐ Senior Family \$225.00 yearly			YEARLY ACCESS TYPE NON-COUNTY RESIDENT Individual \$250.00 yearly Family \$300.00 yearly Junior \$80.00 yearly					
YEARLY ACCESS TYPE COUNTY EMPLOYEE			YEARL	YEARLY ACCESS TYPE CORPORATE				
☐ Individual \$150.00 yearly ☐ Family \$200.00 yearly				e (8 singles) e Add-Ons #		0.00 yearly 0.00 yearly		



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YEARLY ACCESS APPLICATION AND AGREEMENT INSTRUCTIONS CONT'D

YEARLY ACCESS AND PAYMENT TERMS

To establish and qualify for Yearly Access, User agrees to pay an up-front initiation fee (the "Initiation Fee"). The Initiation Fee is a one-time charge and is non-refundable. Dues for Yearly Access selected are due in advance. The Yearly Access shall commence on the date LCSSC approves and accepts this Yearly Access Application.

ACCEPTANCE AND AGREEMENT

By executing this Yearly Access Application below, the undersigned acknowledges receipt of the attached Terms and Conditions of Yearly Access, which can also be found at the Laramie County Shooting Sports Complex website If accepted for Yearly Access, the undersigned agrees to be fully bound by the terms thereof, as amended from time to time by LCSSC. The undersigned acknowledges and agrees that LCSSC reserves the right to change the Terms and Conditions of Yearly Access and all benefits and amenities associated therewith at any time. The undersigned hereby authorizes the disclosure and release of information to LCSSC for the purpose of investigating the undersigned's qualifications for Yearly Access and agrees that any third party may rely on this release. In the event of a breach of the Terms and Conditions of Yearly Access by the undersigned, his or her guests, or his or her family members (if a Family Yearly Access), the Yearly Access may be terminated by LCSSC, and the Initiation Fee and any prepaid dues shall not be refunded. The Yearly Access fee and any prepaid dues shall not be refunded. The UNDERSIGNED AGREES TO RELEASE AND INDEMNIFY LCSSC AS SET FORTH IN THE TERMS AND CONDITION OF YEARLY ACCESS.

Primary User	Date		
Adult User	/		
Adult User	/		
Adult User	/		
YEA	RLY ACCESS APPLICATIO	N PAYMENT RECORD	
Primary User Las	t Name	_ ☐ Individual ☐ Family User ID# _	
Home AddressNumber and Street		City	State Zip
PAYMENT SUMMARY		METHOD OF PAYMENT	
Initiation Fee Paid \$		□ Cash	
YEARLY ACCESS FEE \$		□ Check #	
Total Paid on Joining \$		☐ Payment Date	_

Checks should be made payable to: Laramie County Treasurer

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The following Terms and Conditions shall apply to all Yearly Access Use issued by Laramie County Shooting Sports Complex ("LCSSC) for Yearly Access at Laramie County Shooting Sports Complex. Any reference to "you" or "your" shall refer to the Primary User identified on the Yearly Access Application and Agreement (the "Application") for such Yearly Access. Any reference to "family members" shall mean the Primary User's immediate family members entitled to Yearly Access benefits under a Family Yearly Access, as set forth herein. Any reference to "Users" shall mean the Primary User and any of his or her family members 21 years of age or younger entitled to Yearly Access benefits under the Family Yearly Access.

- 1. YEARLY ACCESS REQUIREMENTS. No Application for Yearly Access shall be effective until: (a) the Application is completed and signed by the Primary User and submitted to LCSSC with the required Yearly Access Fee, (b) Yearly Dues are paid in full for all Yearly Access types (c) the Initiation Fee is paid in full (d) the Application is approved and accepted by LCSSC. Access to the Range will only be available to Users who have completed the Range orientation. LCSSC reserves the right to approve or reject any Membership Application.
- 2. MEMBER'S RIGHT TO CANCEL. You may cancel the Membership at any time by sending written notice to LCSSC as provided herein. If the notice is received on or before the 15th day of any month, the cancellation shall be effective as of the last day of such month. If the notice is received after the 15th day of any month, the cancellation shall be effective on the last day of the next month. The Initiation Fee and any prepaid dues shall be earned in full upon receipt and shall be non-refundable in the event of your cancellation of the Membership or termination of the Membership by LCSSC for any reason.
- 3. LCSSC'S RIGHT TO TERMINATE. LCSSC may terminate your Membership at any time for failure to pay the applicable Membership dues or following any breach or violation of these Terms and Conditions or other Rules of the Range by you or any of your family members or guests, or for any conduct which, in the opinion of management of LCSSC in its sole discretion, is prejudicial to the welfare, good order, and character of the Range, by sending written notice to you.
- 4. CHANGES IN THE TERMS AND CONDITIONS OF MEMBERSHIP. LCSSC reserves the right, in its sole discretion, to discontinue operation of the Range or to modify these Terms and Conditions of Membership, to sell, lease or otherwise dispose of the facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify, or terminate any category of Membership, to discontinue operation of the facilities, to limit use of the facilities, and to make any changes to the Membership benefits at any time. Such changes shall be effective on the date such revised Terms and Conditions of Membership are posted to the LCSSC web-site at http://www.laramiecounty.com/_departments/_shooting_complex/index.asp or as otherwise communicated to the Members. Any such changes shall be binding on you on the effective date of the change.
- 5. CHANGES IN THE MEMBERSHIP BENEFITS. LCSSC reserves the right to add, eliminate or change any published Membership benefit or amenity at any time and from time to time, in its sole discretion. The Membership benefits at any time shall be as posted on LCSSC's web-site or as otherwise communicated to the Members. Such changes shall be effective on the date such revised Membership benefits are posted to the web-site or communicated to the Members.
- 6. FAMILY MEMBERSHIPS. A Family Membership shall grant membership privileges to the Primary Member identified on the Application and his or her spouse and unmarried children under the age of 21 living in the Primary Member's home and/or attending school on a full time basis. Any such children 21 years of age or under shall be required to meet the same conditions of membership and shall have the same privileges as the Primary Member. A Parent/Guardian Release of Liability must be signed and on file with LCSSC for children under 18 years of age prior to their use of the Range. A Liability Waiver must be signed by children over the age of 18. Any children in your Family under 18 years of age shall be allowed to accompany the Primary Member or his or her spouse to the Range, provided they remain under their direct supervision at all times. Any child between the ages of 8 and 12 may only shoot a .22 caliber firearm or air gun, without the prior consent of the LCSSC General Manager. LCSSC reserves the right, from time to time, to limit the use of the Range by children under the age of 18 during peak periods of Range use.
- 7. PAYMENT OF DUES; OTHER CHARGES. Initiation Fees and Yearly Membership fees are due at the time of Membership Application. The initial dues shall be as set forth on the Application. The yearly membership dues may be increased at any time upon 30 days prior written notice to you by LCSSC. LCSSC may also change any other charges applicable to services provided to Members at any time. You may, at your option, pay Membership dues for any period in advance and receive a discount established from time to time by LCSSC.
- 8. LATE CHARGES. It is your responsibility to ensure that the method of payment provided to LCSSC is a valid method of payment In addition to the processing fee for any payment that is declined or returned, LCSSC reserves the right to immediately limit or terminate any or all Membership privileges on any delinquent Memberships.
- 9. RANGE RULES. LCSSC may establish rules, regulations and policies concerning the operation of the Range (the "Rules") from time to time. The Rules and all changes thereto shall be provided to the Members and shall be posted on the web-site. You acknowledge and agree to follow the Rules at all times, and to insure that your guests and family members follow such rules. Any violation of the Rules by you or your guests or family members shall be grounds for immediate suspension or termination of all of or a portion of your Membership privileges.
- 10. GUEST POLICY. An Individual Membership shall only cover Membership privileges for the Primary Member. A Family Membership shall only cover Membership privileges for the Primary Member and the qualifying family members as set forth herein who are approved by LCSSC. Any other persons accompanying a Member in the Range shall be considered a guest. You may bring guests to the Range provided you sign them in at the Front desk. Only Guests who have completed the Range Orientation and signed the Range Waiver Form are permitted to use the Range at the time of their visit. Each Member may be granted a number of Guest Passes each calendar quarter as a benefit of Membership, as set forth from time to time on the LCSSC web-site.

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Any guest visits during any calendar quarter that exceed the allocated guest passes will be charged to you at the Guest rate then in effect. The number of times a particular guest may use the Range for free during any quarter may be limited. You are responsible for supervising your guests at all times while they are on the LCSSC premises, and for any damages to the premises or Range caused by your guests.

- 11. USE OF RANGE FACILITIES. LCSSC agrees to provide access to the Range during the normal business hours of the Range, subject to the provisions hereof and any Rules now in force or hereafter promulgated by LCSSC management. You acknowledge and agree that the Range is not provided for the exclusive use of the Members and their guests. From time to time, LCSSC may host internal Range events, manufacturer promotions, private rentals, marketing and other events at the Range during and after normal business hours of the Range. All such events and any scheduled maintenance requiring closure of the Range shall be communicated to the Members in advance by e-mail and/or by posting on the Range bulletin board.
- 12. LIABILITY AND WAIVER OF LIABILITY. The Primary Member shall be financially responsible and liable for any property damage resulting from the acts or omissions of such Member, their family or guests on the LCSSC premises, including damage resulting from shooting the target carrier (intentionally or unintentionally) or damage to any furniture, facilities, or Range property at the Range. You are fully responsible for the loss or theft of, or damage to, any firearms or other personal property you bring to the Range, or leave in your car on the LCSSC premises. You hereby release and hold harmless LCSSC and each of its respective members, managers, officers, employees, and agents (the "LCSSC Affiliates"), from and against any claim arising out of or relating to the loss or theft of, or damage to, any such property and any claim for bodily injury arising out of the use of the Premises by you, your family members and guests. In no event will any LCSSC Affiliates have liability for any indirect, incidental, special, consequential or punitive damage, even if advised of the possibility of such damages.
- 13. INDEMNITY. By execution of the Application and use of LCSSC facilities, you agree to defend, indemnify and hold harmless the LCSSC Affiliates from and against any claims, lawsuits, damages, liabilities, expenses or costs the LCSSC Affiliates may incur, including attorneys fees of counsel acceptable to LCSSC ("Claims and Damages"), arising out of or resulting from the acts or omissions of you, your family members or guests. Moreover, you agree to defend, indemnify and hold harmless the LCSSC Affiliates from and against any Claims and Damages arising out of or resulting from claims asserted against LCSSC Affiliates by your family members and guests.
- 14. ASSUMPTION OF THE RISK. You acknowledge and agree that the firing range operated by LCSSC involves the use and discharge by you and others of pistols, rifles, shotguns, air guns, and other weapons, which are potentially dangerous activities. You acknowledge and agree that those activities involve certain risks and exposure to bodily injury or death, which risks and exposure you voluntarily assume by becoming a Member of LCSSC and using its facilities. In consideration of the use of LCSSC facilities by you, your family members and guests, you hereby accept and assume full responsibility for any and all injuries, losses or damages sustained or incurred by you, your family or guests resulting from or arising out of any activity or event occurring on the LCSSC premises, and release in full and forever discharge the LCSSC Affiliates, whether acting officially or otherwise, on behalf of yourself, your family members, your guests, your heirs, executors, administrators and personal representatives, from and against any and all claims, demands, or causes of action for any injury, death, property damage, loss, claim, or liability resulting from or arising out of any activity or event occurring on the LCSSC premises.
- 15. GOVERNMENTAL IMMUNITY Laramie County and LCSSC does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Membership Application and Agreement. Further, Laramie County and LCSSC fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Membership Application and Agreement.
- 16. COMMUNICATION AND NOTICES. All communications between you and LCSSC shall be by e-mail, mail, or personal delivery. Accordingly, as a condition to your Membership, you are required to maintain a valid e-mail account or postal address at all times. Any failure to maintain either a valid e-mail account or postal address shall be grounds for termination of your Membership. The e-mail address of the Primary Member as set forth on the Application or the e-mail address registered with LCSSC for purposes of LCSSC's mailing list subscription shall be LCSSC's primary method to communicate with you. Any of your correspondence or notices required hereunder shall be sent to shootingsports@laramiecounty.com or Laramie County Shooting Sports Complex, 13802 Bullseye Boulevard, Cheyenne, Wyoming 82009. Either party may change the e-mail address or postal address for communication purposes hereunder by sending a change of address notice to the other party in accordance with the terms of this paragraph.

17. MISCELLANEOUS

- a. The types of Memberships available, applicable fees, suspension or expulsion of Members and all other matters affecting or relating to the Members or the Membership shall be at the sole discretion and control of LCSSC.
- b. It is the policy of LCSSC to accept applications for Membership from any individual, couple, facility or business that meets the requirements established from time to time by LCSSC, without regard to race, color, creed, gender, religion or national origin, nor shall such matters ever be made a condition of Membership.
- c. The Membership is personal to the Primary Member and may not be transferred or assigned at any time to any other person. In the event of the death of the Primary Member, the surviving spouse of such Member, if any, may continue as the Primary Member for the Membership without paying any additional Membership Fee. In the event the deceased Member is not survived by a spouse or the spouse does not desire to continue the Membership, it shall be terminated. In the event the Primary Member becomes legally separated or divorced, ownership of the Membership shall continue with the Primary Member unless and until the Membership is awarded to the spouse by written agreement or final divorce decree, and LCSSC is given written notice thereof.
- d. You acknowledge that there have been no promises, warranties or representations, express or implied, pertaining directly or indirectly to the Membership which are not contained herein, in the Application or on the LCSSC web-site.
- e. In any dispute relating to non-payment of dues or charges for damage to the premises or personal property by you, your family or guests, you shall be responsible for any attorney's fees' and/or costs incurred by LCSSC in enforcing its rights under these Terms and Conditions.
- f. Any waiver by LCSSC of any right or obligation hereunder shall be deemed a continuing waiver and no failure by LCSSC to exercise, in whole or in part, any rights provided to LCSSC hereunder shall prevent the later exercise of such right or any other right. No waiver by LCSSC shall be effective unless such waiver is in writing and signed by LCSSC.
- g. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remaining terms or provisions hereof, which remaining terms and provisions shall remain unmodified and in full force and effect.
- h. The rights and obligations of the parties arising out of the Membership, including the terms and conditions set forth herein, as amended from time to time, shall be governed by the laws of the State of Wyoming.
- I grant unto LCSSC all rights, title, and interest in any and all photographic images and video or audio recordings that are made by the Range during my membership at the Range, including, but not limited to, any royalties, proceeds, or other benefits that are derived from such photographs or recordings.

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