Waiver of Liability Beech Paradise Ranch



817-668-6252

- 1. I, the undersigned, on behalf of myself and my heirs and assigns, hereby acknowledge that I have voluntarily applied to enter on to and engage in and/or observe shooting and other activities at Beech Paradise Ranch. These activities include, but are not limited to, the use and discharge of firearms provided either by myself or by the Beech Paradise Ranch, and the services and training by employees or contractors of Beech Paradise Ranch.
- 2. I acknowledge that access to the facilities has value to me and to others, and by granting me access Beech Paradise Ranch may of necessity be required to deny access to another qualified person. As consideration for being granted such access I agree to the terms and contents of this Waiver of Liability and Assumption of Risk and agree to abide by any other rules and conditions for such access including adhering to the Five Fundamental Rules of Firearms Safety of which by signing this document I declare and stat that I am well-informed and fully knowledgeable.
 - a. Treat every weapon as if it were loaded.
 - b. Never point a weapon at anything you don't intend to shoot.
 - c. Keep your finger straight and off the trigger until you intend to fire.
 - d. Keep your weapon on safe until you intend to fire.
 - e. Know your target and what lies beyond.
- 3. I acknowledge and understand this is a working ranch, conservation area, and has wild animals as well as livestock moving on Beech Paradise Ranch. As such I understand I am fully responsible for the injury or damage to any animal which suffers due to my actions and hold full financial responsibility for what happens to said animal. In the event I injure or kill a wild animal the Game Warden and or law enforcement may be notified.
- 4. I acknowledge and understand that shooting activities are inherently hazardous and may involve both known and unanticipated risks which could result in damage or destruction of property and physical or emotional injury, including paralysis or death, of myself or of other persons. These risks include but are not limited to being shot or shooting myself or others; partial or total loss of eyesight or hearing, inhalation or other harmful contact with lead or other contaminants; and being struck by flying or falling objects. I further understand that discharging firearms and using ammunition pose potential inherent dangers that no amount of care, instruction, or expertise can eliminate. As such I understand I am fully and completely responsible for every round that leaves my weapons.
- 5. I further acknowledge and understand that the Beech Paradise Ranch is an indoor and outdoor shooting facility which utilizes mechanical devices and fixtures, including berms, bullet traps, stands and more which are designed to contain and decelerate discharged projectiles, bullets, or bullet fragments and can potentially allow ricochets which could potentially cause serious injury or death.
- 6. I further acknowledge and understand that Beech Paradise Ranch is open to the general public, and the publication of the Beech Paradise Ranch Code of Conduct/Range Safety Rules and the provisions of staff and range officers in no way constitutes a guaranty or warranty of any kind. Beech Paradise Ranch shall not be liable as to the conduct of any person on or off the premises of Beech Paradise Ranch or the compliance or failure to comply with any rules or codes of conduct or laws by any person.
- 7. I further acknowledge and understand that Beech Paradise Ranch makes no warranty as to the design, manufacture, condition, or fitness for any particular purpose of any Beech Paradise



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- Ranch equipment, including but not limited to firearms, ammunition, eye/hearing protection, and first-aid supplies.
- 8. Unless I specifically inform Beech Paradise Ranch staff otherwise at Range Check-In, 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 Beech Paradise Ranch facility and am familiar and well versed in the fundamental rules of firearms handling and safety. I understand that Beech Paradise Ranch is specifically relying on the truth of my representations concerning my experience with firearms and knowledge of safety rules, in permitting me to make use of its facilities.
- 9. I understand that use of Armor Piercing, Steel Core, Penetrating, Tracer, Incendiary, and Green Tip ammunition is prohibited from use at Beech Paradise Ranch.
- 10. I have never been convicted of a felony or a crime of domestic violence in any of the 50 United States, the United States, or territories of the United States. I understand that Texas and/or Federal law prohibits any person convicted of a felony or a crime of domestic violence to be present in any environment where firearms are present. I understand that the staff of Beech Paradise Ranch may ask to perform a background check at any time, and refusal to do so may result in being banned from the property and all activities with no refund.
- 11. I am not an abuser of alcohol nor am I an illegal user of any dangerous drug or narcotics.
- 12. As lawful consideration for being permitted by Beech Paradise Ranch to enter and use its facilities or equipment and to engage in or observe shooting and other activities as a participant, I agree as follows:
 - a. I understand use of Beech Paradise Ranch is a privilege and may be revoked at any time for any reason without refund.
 - b. I understand my information may be stored on file in the event of an incident and will be handed over to law enforcement per their request and applicable laws.
 - c. I understand use of Beech Paradise Ranch requires I am to be free of alcohol or dangerous drugs and violation of this will result in a permanent ban. This is a zero-tolerance policy.
 - d. I understand the ammunition and firearm rules and that this is a zero-tolerance policy.
 - e. I understand that in the event I damage or destroy livestock or wild animals I am financially responsible for that animal. I further understand I am legally responsible for any wild animals I accidently or purposefully damage or destroy and that I may be reported to Law Enforcement and/or the Game Warden.
 - f. I agree to assume full responsibility for any and all risks, injuries, or damages, known or unknown, of whatsoever any kind and nature, which I might incur as a result of entering onto and using the Beech Paradise Ranch facilities or equipment and in engaging in or observing shooting and other activities at Beech Paradise Ranch, including death.
 - g. I agree to abide by any and all Beech Paradise Ranch Code of Conduct, and Range Safety rules now and as modified in the future.
 - h. I knowingly, voluntarily and expressly waive any and all claims I, my next of kin, heirs, guardians, representatives, assigns or any other person claiming under me to completely and without reservation that I may have against Beech Paradise Ranch, its agents, officers, members, employees, instructors, volunteers, visitors, or representatives from



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any and all injuries or damages that I may sustain as a result of me entering onto and using Beech Paradise Ranch or equipment, rentals, or engaging in or observing shooting range activities, including death. Also, I, my next of kin, heirs, guardians, representatives, assigns or any other person claiming under me, forever release, waive, discharge, and covenant not to sue Beech Paradise Ranch, its agents, officers, members, employees, instructors, volunteers, or representatives for any personal injury, death, disability, property damage, property theft, or acts and or omissions of whatsoever kind and nature including, but not limited to, those caused by its negligence or other acts including, but not limited to, those acts and or omissions of other participants or persons at Beech Paradise Ranch.

- i. I further acknowledge and agree that it is my understanding and intent that this Agreement, and any Exhibits, thereto and any signed written amendments or modifications to it, including but not limited to the choice of law and venue and binding arbitration clauses in the Agreement are a fundamental part of this document and are incorporated into this document as if fully written here again.
- j. I further acknowledge and agree that it is my understanding and intent that the Agreement, the Exhibits, thereto and any signed written amendments or modifications to it shall remain in full force and effect from the date of execution and ever after shall be applicable to each and every occasion that I enter onto and use Beech Paradise Ranch facilities or equipment or engage in or observe shooting and other activities at Beech Paradise Ranch.
- k. I further acknowledge and agree that this Waiver may be amended or modified only by an authorized agent of Beech Paradise Ranch.
- 13. I, the undersigned, agree to bear sole legal and financial responsibility for every action or occurrence resulting from myself, my guests and anyone under my legal guardianship while on Beech Paradise Ranch. I agree to cover any damages, injuries, lawsuits, liabilities, and legal actions that may result from my activities and the activities of my guests or anyone under my guardianship. I understand that Beech Paradise Ranch is not responsible for any damages, injuries, or other circumstances that result from any of the above-mentioned parties while I am on Beech Paradise Ranch both legally or financially. I forever release, waive, discharge, and covenant not to sue Beech Paradise Ranch, its agents, officers, members, employees, instructors, volunteers, or representatives for any personal injury, death, disability, property damage, property theft or acts and or omissions of whatsoever kind and nature.



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Range Rules Rev 01/Jan/2024

- 1. You must memorize the 5 weapon safety rules. Treat, Never, Keep, Keep, Know. A Range Officer may ask you to recite these rules at any time. Failure to do say is grounds for expulsion.
 - a. Treat every weapon as if it were loaded.
 - b. Never point a weapon at anything you don't intend to kill.
 - c. Keep your finger straight and off the trigger until you intend to fire.
 - d. Keep your weapon on safe until you intend to fire.
 - e. Know your target and what lies beyond.
- 2. Keep all Muzzles Pointed Down Range and at the Ground AT ALL TIMES.
- 3. All firearms must be cased when entering or exiting Beech Paradise Ranch.
 - a. All ammunition must be unloaded and stored separately. No loaded magazines or weapons may be transported on or off the property.
- 4. You may retain your personal concealed carry weapon when moving on/off the range.
- 5. Eye protection and Ear protection are mandatory.
- No Tracer, Incendiary, Armor Piercing, Steel Core, Penetrating, Green Tip, Solids or combination thereof is allowed on the range. No Shotguns Permitted at this Facility.
- 7. Never aim or point a gun outside of the designated shooting lane.
- 8. Never shoot or harm any animals that might be found on the range. If an animal is spotted call an immediate ceasefire until the range is clear.
- 9. The minimum safe distance for shooting steel targets with Pistol Calibers is 15 yards.
- 10. The minimum safe distance for shooting **steel targets** with **Rifles** is **100 yards**.
- 11. Never cross the firing line when the range is hot for any reason.
- 12. When the range is cold, Handling of weapons is forbidden.
 - a. Only uncase and setup weapons when the range is hot.
 - b. All weapons must be placed on the bench, table, or ground.
 - c. All actions must be left locked open with the ejection port facing up and chamber visible.
- 13. If you hear the command "Cease Fire" from any staff member or shooter, you must immediately unload and show clear all weapons while safely placing it on the bench, table, or ground.
- 14. Shooters should make every attempt to collect their brass before leaving.
- 15. Rifles above .308/.300 Magnum must be approved by Beech Paradise Ranch before using.
- 16. **NO SMOKING.** (Brush fires are a real danger here).
- 17. Never use drugs or alcohol before or while at Beech Paradise Ranch.
- 18. Children must remain at arm's length.
- 19. Zero Tolerance for unsafe behavior. No horseplay.
- 20. If you observe an unsafe condition or behavior, you must notify a Range Officer immediately.
- 21. Commands given and rulings issued by Range Safety Officers and Staff are final.

Shooting from Concealment or Holsters and Rapid/Automatic Fire:

- 1. Shooting from concealment/holsters is permitted ONLY after shooter passes a qualification by an RSO or during instruction from a Beech Paradise Ranch Instructor ONLY.
- 2. Rapid/Automatic fire is permitted only after shooter passes a qualification by an RSO.
- 3. This is inherently dangerous. Only one shooter may be on the firing line at a time when shooting from the draw, holster, concealment, or for automatic fire.





www.bpranch.com

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I have carefully read this "Waiver of Liability" and fully know its contents. I acknowledge that no other inducement, assurance, or guarantee has been made to me in consideration of my signing this Waiver and that I sign voluntarily and of my own free will.

Phone Number (<u>Print Clearly, Must Be Readable</u>):	Date:
Address:	
Check One: I (Am □) or I (Am Not □) Military, Medical/Veterinarian Professional, or a Teacher. (Specific or the context of th	•
Email:	
Emergency Contact Information (Prin	nt Clearly, Must Be Readable):
Name:	Phone Number:
If the above signed is under 18 they must be accompar responsible party. Legal guardians must always be presented their own waiver and the waiver of the	ent with all minors. Responsible parties must sign
Legal Guardians Sign	nature Below:
Printed Name (Print Clearly, Must Be Readable):	Signature:
Phone Number (<u>Print Clearly, Must Be Readable</u>):	Date:
Address:	
Email:	