

**Mountain View Marksman's Association
PO Box 3957 Olds AB T4H 1P6**

(GPS coordinates are: N 51 46.656 W 114 12.850)

**Outdoor Range Address should you need it if applying for transport permit:
NW 27-32-2 W-5**

Contact: membership@mvmarksmans.com or visit the website at www.mvmarksmans.com

Processing Fee: \$100.00 Applicable to all New Members or Expired Members
Single membership: \$75.00
Family membership: \$100.00

Note: All membership renewals must be submitted prior to March 1 following the year of expiry. You may reapply as a new member any time after this date but you will incur a \$100.00 Processing Fee.

Membership runs from January 1 to December 31. New memberships purchased in Nov/Dec will also include the following year. Any cards purchased before November will only apply for the year of purchase. (Family membership includes one other immediate family adult person and others in the immediate family less than 18 years of age living at the same residence).

Adult Family members (2 Maximum)	Date of Birth (YYYY MM DD)	Children	Date of Birth (YYYY MM DD)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Current Membership # _____

Total amount submitted with application = \$ _____

Address: _____

City: _____

Province: _____ Postal Code: _____

Phone: _____

Phone: _____

Date: _____

Email: _____

ARE YOU INTERESTED IN IPSC/IDPA PISTOL MATCHES? YES NO

All membership applications must include a photo copy of your PAL or Driver License or other approved Photo Identification for all adult applicants.

ALL ADULT MEMBERS MUST READ AND SIGN THE WAIVER

RELEASE, WAIVER AND INDEMNITY AGREEMENT

Important: This document affects your legal rights and liabilities. Please read it carefully before signing.

In this Agreement:

- "Agreement" means this Release, Waiver and Indemnity Agreement.
- "Claim" includes liabilities, claims, demands, damages, actions, causes of action, judgments (including judgments for costs), costs or expenses (including legal defence costs on a solicitor-client basis and other legal expenses) and taxes thereon;
- "Range" or "Ranges" means the facilities of the MVMA, including without limitation those facilities located at the Olds or Sibbald Flats Range, in the vicinity of or around such location, and any location or facilities where any activity or function sponsored or held by MVMA is located.
- "Firearm" or "Firearms" includes firearms, ammunition and other paraphernalia related to firearms and the discharge thereof.
- "I", "myself", "my" and "me" refer to the Member.
- "MVMA" means the Mountain View Marksman's Association and includes the directors, officers, employees, volunteers, representatives and agents of the Mountain View Marksman's Association;
- "Member" means the person signing the Agreement and includes, where appropriate,
 - (i) his or her next of kin, heirs, executors and administrators, and
 - (ii) any minors that he or she is legally or ethically responsible for and their next of kin, heirs, executors and administrators; and
 - (iii) any guests accompanying him or her and their next of kin, heirs, executors and administrators.

I/We, (print name - adults only) _____ (“Member”), on my own behalf and for and on the behalf of all minors that I am legally or ethically responsible for, as a condition precedent at all times to my presence upon or use of any Ranges for any purpose and in any capacity, irrevocably make the acknowledgements and grant the release, waiver and indemnity set out below, for good and valuable consideration (the receipt, sufficiency and adequacy of which I do hereby acknowledge) in addition to any other consideration which I may or may not have provided or agreed to provide to MVMA.

A. I acknowledge, agree and affirm:

1. that the Range contains shooting ranges where Firearms may be legally discharged and may be discharged at any time that the Range is open;
2. that Firearms may be present on or at the Range at any time;
3. that Firearms are subject to certain inherent risks and that the use of Firearms is potentially dangerous;
4. that in entering upon or using the Range I do so at my sole and absolute risk, notwithstanding that I may or may not be familiar with any or all aspects of Firearms or the risks associated therewith;
5. that while on or using the Range I am absolutely and solely responsible for my own conduct;
6. that engaging in or observing shooting activities exposes me to lead particle and other potentially harmful contaminants;
7. that the byproducts and emissions from Firearms are potentially toxic to me and that in particular lead particles which are emitted by Firearms are toxic to me and that all persons who come into contact with such by products and emissions are at risk of incurring health problems;
8. that pregnant women and anyone under the age of 18 are at higher risk of incurring health problems from exposure to the byproducts and emissions from Firearms;
9. that if I or anyone with me enters the shooting areas and moves beyond the designated firing line, I and such person are at greater risk of health problems from exposure to the byproducts and emissions from Firearms;
10. that if I engage in shooting activities which involve shooting at points beyond the designated firing line, I assume all risk for any injury or harm that I may suffer;

11. that while at the Range, I will follow all warnings and instructions posted or given to me and I will practice safe shooting habits and behaviours to protect myself and those around me and minimize the risk of injury or harm to myself or others;
12. that I am solely responsible to read and understand this Agreement, and that I have read, understood and agreed to execute this Agreement as a condition to obtaining access to and use of the Range and the activities, services provided therein;
13. that I have been permitted the opportunity to obtain independent legal advice concerning the content of this Agreement prior to signing it;
14. that I have authority to sign this Agreement on behalf of my heirs, executors, administrators, guests and minor guests;
15. that the Member is obliged at all times to follow: (a) the Range Rules in part 3.2 of the MVMA Bylaws available at www.mvmarksmans.com and (b) the "Firearms and Range Safety Rules" set out below at part D (collectively, the "Rules").
16. that I am not under any prohibition from handling, possessing or using Firearms and/or prohibited devices of any nature;
17. that the execution and delivery of this Agreement is required as a condition precedent of MVMA granting me access to, and use of, the Range;
18. that MVMA reserves the right,
 - (i) not to proceed with granting access or to otherwise discontinue my access to the Range, or
 - (ii) to cancel my membership in MVMA,
 at any time and for any reason, including but not limited to for breach of any part of this Agreement or the Rules
19. that this Agreement takes effect when I sign it and continues in force thereafter; and
20. that a copy of this Agreement will be made available to me by MVMA if I request; and that information collected on this form shall be treated as confidential and will only be released as required by law.

B. I hereby **release** MVMA from all liability for Claims arising directly or indirectly from or in consequence of any and all losses, injury (including loss of life) and/or damages to the person and/or property of the Member suffered, sustained or incurred during, in connection with or as a result of the Member's presence at or use of the Range, or while attending or participating in activity associated or connected with MVMA or the Range, due to any cause whatsoever including without limitation the negligence, gross negligence or willful misconduct of MVMA, its clients, customers, suppliers or members.

I hereby **waive** all Claims against MVMA which the Member may have, sustain or incur in connection with or arising directly or indirectly in any way from Member's presence at or use of the Range, or from Member's attendance at or participation in any activity associated or connected with MVMA including, without limitation, all Claims arising from: (a) the provision of services of any kind including, but not limited to, the provision of Firearms; (b) the provision of insurance or lack thereof; and (c) any MVMA sanctioned event.

C. I **indemnify** and agree to promptly indemnify and hold MVMA harmless from and against all Claims which MVMA may suffer, sustain or incur as a direct or indirect result of any act or omission of any nature or kind whatsoever of the Member.

I covenant and agree to promptly indemnify and hold MVMA harmless from any and all Claims which may be advanced by or on behalf of and or awarded to or for the benefit of the Member as a result of or in any way arising from MVMA granting the Member access to the Range.

D. Firearms and Range Safety Rules

Firearm Safety

All Members and users of this range must follow the Rules at all times. They are clear and simple and if they are never violated, a firearm can never, without human intervention, accidentally harm anybody.

- ALWAYS TREAT A FIREARM AS THOUGH IT WERE LOADED
- NEVER COVER ANYTHING WITH THE MUZZLE THAT YOU DO NOT WISH TO DESTROY
- KEEP YOUR FINGER OFF THE TRIGGER UNTIL YOUR SIGHTS ARE ON THE TARGET
- ALWAYS BE SURE OF YOUR TARGET

Range Safety

Everyone must wear ear and eye protection.

All guns will be cased or holstered while being moved outside of the bays, carbine area and safe handling area.

Guns will only be loaded on the firing line.

Keep your muzzle pointed below the top of the range berm.

Nobody will move in front of the firing line for any reason.

Everyone must comply with a cease fire command protocol.

Only ammunition of the types and calibers authorized by MVMA will be used.

Member must have MVMA ID card visibly displayed at all times on Range.

Lead is a hazardous material and that while shooting you can be exposed to it. For your own safety, do not eat or drink on the ranges, and wash your hands before leaving the Range and before eating or drinking.

If any part of this Agreement shall be unenforceable, the portion which is unenforceable shall be severed and the balance of this Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, if the Release on behalf of myself shall be deemed to be unenforceable, the aforesaid Indemnities shall nevertheless remain in full force and effect.

I have read this Agreement (including the attached Firearms and Range Safety Rules) prior to signing it and I understand it. I further understand that by signing this Agreement, I am affecting my legal rights and those of:

- **my next of kin, my heirs, executors, and administrators, and**
- **any minors at the Range that I am legally or ethically responsible for and their next of kin, heirs, executors and administrators, and**
- **my guests at the Range and their next of kin, heirs, executors and administrators.**

Signature of adult MEMBER

Date (yyyy/mm/dd)

Signature of adult MEMBER

Date (yyyy/mm/dd)