# <u>WELCOME TO THE</u> <u>MWR TRONSRUE MARKSMANSHIP CENTER</u>

ELIGABILITY:	RANK:
FIRST NAME:	LAST NAME:
ADDRESS:	
CITY:	STATE:ZIP:
EMAIL:	
DOB:	PHONE:
EMERGENCY CONTACT: _	
RELATIONSHIP:	PHONE:

# **TRONSRUE MARKSMANSHIP CENTER RANGE RULES**

Please initial next to each bullet point.

**1.** *All firearms must comply with applicable New York State laws.* 

**2.** Firearms must be transported to and from the range in a locked carry bag/case separate from ammunition. No exposure or uncasing of firearms is allowed on West Point including the parking lot, lobby or elsewhere on the premises other than the range proper.

**3.** All ammunition must comply with applicable New York State Laws. PROHIBITED: black powder, steelcore ammo (steel cased may be permitted), reloaded ammunition (remanufactured may be permitted), AP, tracer orincendiary powder. In addition, for safety reasons the TMC RSO may examine and has sole discretion to prohibit the use of ammunition not purchases at TMC.

**4.** *Persons under the age of 12 are not permitted on the range at any time.* 

**5.** Persons under the age of 16 may only fire a long gun.

**6.** Persons 16 years but not yet 21 may only handle or fire a handgun while accompanied by an appropriately-qualified NRA-certified instructor.

\_\_\_\_7. Persons older than 12 years but less than 18 years must be accompanied at all times by an appropriately-qualified NRA-certified instructor OR a member of TMC fitting one of these categories: the parent, a court- appointed legal guardian, an accompanying guardian designated-in writing by the parent or court-appointed legalguardian. Rules 4 and 5 still apply.

**8.** Long guns capable of firing rounds greater than the ballistic rating of a .308Win or a 10ga slug are NOTpermitted. No shot of any size or configuration may be used while firing any firearm. Long guns must be shouldered when fired. No rear pistol grips are allowed.

**9.** *Muzzle loading firearms are not permitted on the range.* 

**10.** Drawing from the holster may be allowed at certain times at the sole discretion of the CRSO. The TMCRSO may suspend the right to draw from a holster at any time.

<u>11.</u> Any person under the influence of drugs or alcohol may NOT shoot. Anyone seeming to be under the influence of alcohol may be asked to take a breathalyzer test. Refusal to submit to, or failure of, a breathalyzer test, may result in termination of range privileges.

**12.** *Always treat firearms as if loaded.* 

**13.** Always keep firearms pointed down range. Do not point firearms at anything you do not intend to shoot.

**14.** *Always keep finger outside the trigger guard and up on the frame until ready to fire.* 

**15.** *Always be aware of the target and what is beyond it.* 

**16.** *Eye protection that fully encloses the eye AND ear protection must be worn prior to entering the sally port and must be worn at all times while on the range.* 

**17.** Uncontrolled fire is not allowed. Shooters may fire only as rapidly as their ability permits to insure shots do not hit walls, floor, overhead baffles, electronic target carrier systems, target supports or any other shooter's target. The TMC will disallow any rapid fire that is detrimental to the facility and/or other shooters.

**18.** The TMC RSO commands must be obeyed at all times. In case of a dispute the decision of the TMC RSO is final.

**19.** Persons witnessing what they believe to be a violation of safety rules must immediately report such to the TMC RSO. Horseplay, pranks and practical jokes are not permitted on the range at any time.

**20.** ANYONE AT ANYTIME MAY CALL A CEASE FIRE! All person must immediately stop shooting and follow instructions given by the TMC RSO.

**21.** During a cease fire, all persons on the firing line MUST put down and refrain from handling firearms and ammunition. Firearms must be placed pointing down range with actions open, magazines removed or cylinders open as applicable. Shooters are to remain off the line behind the red safety line until the TMC RSO clears shooting to resume.

22. If a firearm fails to fire, the shooter must keep the firearm pointed down range and wait a minimum of 30 seconds to ensure the perceived misfire does not become a hang fire. If the round does not go off, the shooter mustraise a hand to request the assistance of the TMC RSO. At no time is the shooter to reload the misfired round and try to re-fire same. The round will be taken by the TMC RSO and placed in the dud bucket for proper disposal.

**23.** If the shooter experiences what may be called a "squib load", the shooter must immediately stop shooting and raise a hand to request the assistance of the TMC RSO who will determine if the firearm is safe to shoot.

**24.** Shooters must police their area at the end of their shooting session. The range squeegee may be used to place brass cases in the brass trough, or the spent brass within the shooter's area may be taken. At no time maythe shooter pick up brass that has gone forward of the shooting bench.

**25.** *Food, beverages, chewing gum or tobacco are strictly prohibited on the range.* 

**26.** Shooters may not leave the range with a cased firearm that is loaded. Upon finishing a shooting session, the shooter must "show clear" to the RSO for all firearms used.

**27.** Smoking is prohibited throughout the building. Please step away from the front entrance / walkway and into the parking area to smoke.

**28.** By initialing this line and signing below, I acknowledge that I have not been convicted of domestic violenceor any crime that would prevent me from legally using or possessing a Firearm.

I have read & understand the range procedures and safety rules listed on this form. I agree to abide by these rules at all times. If I observe anyone breaking these rules or handling a firearm in an unsafe manner, I will report them to the Range Safety Officer immediately.

Signature

# **IMPORTANT: THIS IS A LEGAL DOCUMENT**

**Please read and understand this document before signing. If you have any questions please ask us or consult an attorney.** West Point Family and Morale, Welfare, and Recreation (MWR) and its staff have done everything possible to assure that our patrons have a rewarding Shooting Sports experience. We wish to inform our patrons that the use of firearms is not risk free. The same elements that contribute to the unique character and fun of firearms can cause loss or damage to equipment, and injury, illness, or in extreme cases, permanent trauma or death to yourself or others under your supervision. We do not want to heighten or reduce your enthusiasm for the experience, however, we want you to be aware in advance of what to expect, and be informed of some of the possible risks. We ask that you read and sign this release and waiver, then return it to our office.

#### SHOOTING SPORTS ACKNOWLEDGMENT OF RISK

I, (Print Participant Name) \_\_\_\_\_\_\_\_ acknowledge and agree that the use of firearms is an inherently dangerous activity. Should a projectile strike a person in the eyes, ears, nose or any vital area of the body which is not adequately protected, temporary or permanent muscle soreness; sprains; strains; cuts; abrasions; bruises; ligament and/or cartilage damage; head; neck or spinal injuries; loss of use of arms and/or legs; disfigurement or in extreme circumstances death, may occur. It is my responsibility to obey all rules at the Shooting Sports facility and to utilize all safety equipment at all times which is required by the Shooting Sports facility. Safety equipment is designed to minimize the risk of injury and/or death, but its proper use does not guarantee that such injury will not occur.

I understand that; (1) there are both foreseeable and unforeseeable risks of injury that may occur as a result of participating is this program; (2) serious and permanent eye injury, including loss of eyesight, can occur regardless if I wear approved safety glasses in any area where firearms may be intentionally or accidentally discharged; (3) I understand that it is my responsibility to wear approved safety glasses and I accept that responsibility; (4) glasses can fog or become dirty, and I agree that despite any such problems, I will not remove my glasses under any circumstances while I am using a firearm, at the target area or any other area I may be struck by a ricochet; (5) although the range operator and staff will attempt to enforce safety rules, I may be injured or die because other persons did not follow the rules; and (5) using firearms involves risks, which include, but are not limited to, the risk of injury from being hit by ricocheting projectiles, accidental discharge of weapons, misfiring weapons, injuries from possible malfunction of equipment used, and injuries from falling over natural or manmade obstacles on the range. Although this facility has taken steps to minimize the hazards of the facility, the risk of injury cannot be completely eradicated and there remains the risk that a participant could be injured as a result of the hazardous nature of the range.

## CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I certify that my family, including minor children, and myself are fully capable of participating. I state that I have read the above statement on some of the possible risks associated with the use of firearms. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, negligence of another participant in the Shooting Sports program, or the negligence of West Point MWR and its staff. I also understand that West Point reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in Shooting Sports. My family and I are in good physical condition and able to undertake Shooting Sports.

I agree to indemnify and hold harmless Army MWR, West Point MWR, the US Army Garrison West Point and its staff, and the U.S. Army and its members, agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue Army MWR, West Point MWR, the US Army Garrison West Point and its staff, and the U.S. Army and its members, agents and employees for any/ all actions or claims arising out of participation in the Shooting Sports program. In short, I cannot sue Army MWR, West Point MWR, the US Army Garrison West Point and its staff, and the U.S. Army and its members, agents and employees, and if I do, I cannot collect any money.

I agree that the site of any lawsuit, and the law governing any such lawsuit, shall be governed under the Federal Tort Claims Act or the Military Claims Act, whichever is applicable. The terms of this agreement shall continue and be in effect after the Shooting Sports program or activity has ended.

I hereby agree that if the U.S. Army, Army MWR or West Point MWR is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay court costs and attorney fees if they successfully defend such action, lawsuit or litigation.

Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

#### CONSENT TO PUBLICATION OF PHOTOGRAPH

I authorize and release to West Point MWR and its staff the use of my image in any photograph or video recording for any purpose of Army MWR, and West Point MWR.

#### MEDICAL TREATMENT CONSENT

I hereby give permission for transportation to any medical facility or hospital, and I authorize any guide or medical personnel to render necessary emergency medical care for my family or myself. I hereby authorize the release of any medical information in the possession of West Point MWR and its staff to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse or other such person rendering care on my behalf. I hereby waive any action or claim against West Point MWR or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information. I have adequate health, disability and life insurance for my family and myself.

I, \_\_\_\_\_\_, of my own free will, for my family, my minor children, my

heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself, and my family this \_\_\_\_\_ day of \_\_\_\_\_ (month/year).

I DO NOT have any medical condition that would prevent participation in this activity except:

## I have read and understood this agreement.

PARTICIPANT SIGNATURE

ADDRESS

PRINTED NAME

PARENT(S) SIGNATURE OF MINOR PARTICIPANT