

# PIRU HOLDING LLC SHOOTING RANGE

## OUTDOOR SHOOTING RANGE MEMBERSHIP APPLICATION

### &

### AGREEMENT

Membership in the Piru Holding LLC Shooting Range, dba California Tactical Academy ("CTA") will be available only to those persons who are legally able to own and possess a firearm and are at least 21 years of age. Members must be in compliance with all federal, state, and local laws concerning the handling and ownership of firearms. Memberships will be granted, and may be revoked, in accordance with this Agreement, at the sole discretion of CTA.

**All persons using the Shooting Range must please:**

- Complete the Applicant Information;
- Carefully read and understand the Terms and Conditions attached as **Exhibit "A"**. Exhibit "A" is incorporated into this Membership Application & Agreement by this reference;
- Carefully read and understand the Firearm Shooting Range Use Safety Rules attached as **Exhibit "B"**. Exhibit "B" is incorporated into this Membership Application & Agreement by this reference;
- Carefully read and understand Release and Hold Harmless Agreement (all persons going on the Shooting Range shall be bound a Release and Hold Harmless Agreement) attached as **Exhibit "C"**. Exhibit "C" is incorporated into this Membership Application & Agreement by this reference; and
- Sign and date on the next page and then return this Membership Application & Agreement, with all three Exhibits, to the Range Office for processing and payment of the fee to be prepaid in advance of the use of the Range.

**Applicant Information** *(Please Print)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City; State; Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Emergency Contact Information:**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Club Name:**    **X3 Multi Gun and Rifle**

**Assigned Shooting Bays:** 23, 24, 25, 26, 27, 28

**Membership Fee:** Member agrees to pay, in advance, the yearly fee of **\$400**, with 19.99 initiation fee.

**Cancellation Policy:** Payment of the Membership Fee is a final and complete sale. There shall be no right to “freeze” the Membership at any time after the start of the Membership. There shall be no right to cancel the Membership at any time after the start of the Membership. HOWEVER, CTA reserves the right, to be exercised in the sole discretion of CTA, to terminate the Membership if the Member’s conduct, which includes any of Member’s Club persons who use the Range, presents a safety hazard to any person, or any animal, on any part of the Range. In the event CTA terminates the Membership, CTA may refund 50.00% of the unused portion of the Member’s prepaid Membership Fee to be refunded on a pro-rated basis for each unused, full calendar month. For example, if the Membership is terminated by CTA during the first month after the start of the Membership, the Member would receive a refund of 50% of 11/12<sup>th</sup> of the unused portion of the Member’s prepaid Membership Fee. In no event will there be any refund of any prepaid Membership Fee for a partial month.

**Membership Benefits:**

1. Access to the Assigned Shooting Bays Tuesday to Sunday & holiday Mondays from 7 am to 5 pm. PLEASE NOTE the club will not be available for practice on a match day and the day before it, follow the club match schedule for live updates.
2. 5% discount on our CTA brand ammunition with a purchase of 1000 Rounds or more.
3. 25% discount on any additional family member membership.
4. 30 % discount on any other club yearly membership.
5. Free three (3) visits to the public portion of the Range.
6. Access to "Members Only" events.
7. Members will be processed for a fast check-in without additional paperwork.
8. 1 free day guest pass to the club bays.
9. The cost of the first additional guest shooter of the Member that shoots will be at \$40.00 per day and \$40.00 per day for each additional guest shooter. Range fees for additional guest shooters are paid in advance per shooter at a flat rate per day.

**\*\*All benefits are subject to changes**

**BY SIGNING BELOW, I CERTIFY THAT:** (a) Each Member Club person is experienced and skilled in the proper handling, loading, use, and discharge of all firearms and ammunition that is intended to be used at the Range; (b) I agree to absolutely and unequivocally release from any liability and hold harmless the Piru Holding LLC and Even Management Corporation and any and all of their employees, instructors, agents, representatives, officers, managers, members, directors and shareholders with respect to my use of the facilities of the Piru Gun Shooting Range; **AND** (c) I shall be bound by the Terms and Conditions attached as **Exhibit “A”**, the Firearm Shooting Range Use Safety Rules attached as **Exhibit “B”**, and Release and Hold Harmless Agreement attached as **Exhibit “C”**.

Applicant’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_

Applicant’s Name: \_\_\_\_\_

---

**EXHIBIT “A”**  
**TO**  
**FIREARM SHOOTING RANGE MEMBERSHIP AGREEMENT**  
**TERMS AND CONDITIONS**

This Firearm Shooting Range Membership Agreement (this “**Agreement**”), made and entered into effective as of the date set forth on page 1 (“**Effective Date**”) by the Applicant (who is referred to hereinafter as “**Member**” or “**Club**”), and this Agreement is by and between Licensee and **Piru Holdings LLC** a California limited liability company dba California Tactical Academy (“**CTA**”). CTA and Member are sometimes referred to herein individually as a “party” or, collectively, as the “parties.” CTA employs **Range Masters/Officers** who are responsible to oversee and control the proper use of the Shooting Range and shooting activities as well as enforcing the Firearm Shooting Range Use Safety Rules (**Exhibit “B”**). The commands and instructions of the Range Masters/Officers shall be obeyed without question. Provided, however, Member is solely responsible to oversee and control the proper use of the shooting activities, as well as enforcing the Firearm Shooting Range Use Safety Rules, on the portion of the firearm shooting range used by Member.

**1. No Exclusivity.** This Agreement does not constitute a license for the exclusive use of any portion of the firearm shooting range (the “**Range**”) by Member. Member acknowledges that CTA and others use the Range. Further, this Agreement is subject to that certain Cattle and Grazing Lease Agreement. Licensee must be vigilant to lookout for cattle and other livestock that may wander onto the Range from time to time. In such event, all firing must immediately stop and may continue only after the Range is clear of cattle and any other livestock.

**2. Relationship of the Parties.** The Parties acknowledge that, in using the Range: (a) they are in the position of a membership agreement with respect to each other; (b) this Agreement is not a lease or other interest in real property and Member acknowledges that, by the use or occupancy of the Range, Member has not acquired and will not acquire hereafter any rights or interest in or to the Range nor shall Member obtain any right or claim to the continued use of the Range beyond that specifically given in this Agreement; and (c) this Agreement is not a contract of employment within the meaning of California Labor Code § 2750, Nothing contained in this Agreement shall be construed to create a partnership, agency or joint venture between Member and CTA or to authorize Member or CTA, or either of them, to act as a general or special agent of the other party in any respect, except as may be specifically set forth in this Agreement.

**3. Permitted Use.** The Range shall be used for the sole purpose of a firearms training and practice and for no other purpose without the express written consent of CTA, which consent may be withheld in the sole discretion of CTA.

**4. Duty to Report Accidents and Injuries.** All accidents and injuries shall be immediately reported to the Range Master/Officer.

**5. Term.**

a. When fully executed by both parties, the term of this Agreement shall commence on Effective Date and, except as otherwise provided in this Agreement, shall terminate in accordance with the Termination provision of Section 6 of this Agreement. This Agreement is renewable by mutual written agreement of the parties.

b. The premises of the Range to be used as a Shooting Range is permitted by the County of Ventura under that certain Conditional Use Permit 4319-2 which is subject to any subsequent modifications or successive permits as well as the Ventura County Non-Coastal Zoning Ordinance (Article 5, Section 8105-4 or any successor ordinance).

c. The use of the Shooting Range by Licensee shall be in compliance with the requirements of the Conditional Use Permit 4319-2 and any subsequent modifications or successive permits, and Licensor's Firearm Shooting Range Use Safety Rules (Exhibit "B"). CUP 4319-2 and Licensor's Safety Rules shall be prominently posted on the Range so as to be in clear view of all persons.

## **6. Termination.**

a. Unless renewed by mutual written agreement of the parties, this Agreement shall terminate one year after the Effective Date.

b. In the event of a material breach of any term or condition of this Agreement by Member, CTA reserves the right, to be exercised in the sole discretion of CTA, to terminate this Agreement and all privileges and use of Range amenities/facilities, provided, however, that no such termination shall occur unless CTA gives Member at least twenty-four (24) hours written notice of such material breach, and such breach is not cured within said twenty-four (24) hours. Such notice shall specify with reasonable certainty the nature and extent of the material breach.

**7. Conditions of Use.** CTA, by the granting of this Membership, hereby authorizes the Member to use the Range subject to the following conditions:

a. The Range use shall take place during normal Range operating hours 7 a.m. to 5 p.m., at the times and dates specified by CTA. CTA reserves the right to change the normal Range operating hours. Reservations for the Range are on *first come first served* basis. CTA reserves the right, in its sole and absolute discretion, to: (i) refuse the use of the Range to anyone; and (ii) temporarily modify or suspend Member's use of the portion of the Range covered by this Agreement if required, in CTA's reasonable discretion, by an activity or event taking place at the Range.

b. Members are encouraged to share Member's assigned portion of the Range with other membership members. If Member does not want to share Member's assigned portion of the Range with other membership members who are waiting to use the same assigned portion of the Range, then Member's use of share Member's assigned portion of the Range shall be limited to two (2) hours.

c. If Member's assigned portion of the Range is unavailable, as determined by CTA, for use by Member, then CTA will allow Member to use CTA's private portion of the Range subject to availability.

**d.** The use of the Range by Licensee shall be limited to firearms training and practice and for no other purpose without the express written consent of CTA, which consent may be withheld in the sole discretion of CTA. If Member desires to sponsor a shooting match, competition or other event, Member shall deliver to CTA, at least thirty (30) days prior to the scheduled event, a written statement setting forth the type of activity, the number of participants, and the weapons and ammunition desired to be used. Based on the written statement, CTA shall approve or disapprove, in CTA's sole discretion, the requested event. CTA reserves the right to impose conditions relating to the event which Member must satisfy. CTA further reserves the right to refuse the use of the Range to anyone.

**e.** CTA reserves the right, for reasonable cause, to change the location of the Range to be used by Member.

**f.** Member shall not conduct any classes or private lessons to any person, or host any event, for profit.

**g.** Member agrees that all of Member's authorized Club persons who use the Range shall be subject to Firearm Shooting Range Safety Rules established by CTA and all orders of the Range Master/Officer while exercising the privileges of this Agreement. The current **FIREARM SHOOTING RANGE SAFETY USE RULES** in effect are set forth on **Exhibit "B"**. CTA reserved the right to revise the Range Rules, from time to time, by delivering to Member a written copy of the revised Range Rules.

**h.** Member shall ensure that all Member's authorized Club persons who use the Range are knowledgeable with regard to the proper use of weapons and the Range.

**i.** Violations of Range Safety Use Rules or applicable law may result in immediate termination this Agreement and of Member's Range privileges and use of Range amenities/facilities.

**j.** Member shall provide and bear the cost of (i) all supplies and/or equipment necessary for shoots and/or training and (ii) all ammunition and weapons necessary for shoots and/or training.

**k.** Signs, banners, and other displays are allowed only during activities on Range and shall be removed by Member prior to leaving and securing the Range facilities.

**l.** All expended (empty) shell casings resulting from the Member's authorized Club persons shooting at the Range shall be the property of Member. It shall be the responsibility of Member to ensure that, upon each use of the Range, Member disposes of the empty cartridges and pick up all of Member's trash from the Range, prior to leaving and securing the facility.

**m.** Member shall be responsible for any damage to, and repair of, the premises of the Range, including but not limited to damage to the parking lot, picnic areas, and bathrooms, caused by Member's use which includes any of Member's authorized Club persons who use the Range or any guest of Member.

## **8. Traffic Control Safety Rules.**

**a.** The maximum speed limit on the premises of the Range, including all roads and the parking lot, is 15 miles per hour. Depending on prevailing conditions, the maximum speed limit of 15 miles per hour must be reduced to a safe speed.

- b.** Parking is permitted only in designated areas and during the normal Range operating hours of 7 a.m. to 5 p.m. No Motor vehicle is allowed to remain parked overnight.
- c.** No motor vehicle shall at any time block another motor vehicle or ingress and egress by other vehicles.
- d.** No parking is allowed along the edge of the creek bed (This is an emergency access lane).

## **9. Indemnification.**

**a.** To the fullest extent permitted by law, Member shall indemnify and hold harmless CTA and Even Management Corporation, their managers, officers, members, shareholders, directors agents, employees and assigns, from and against any and all claims, liabilities, damages, losses, injury, death, costs, and expenses, including but not necessarily limited to amounts paid in satisfaction of judgments, compromises, and settlements, fines, penalties, reasonable attorney's fees and costs, and expenses of investigating or defending against any claim or alleged claim of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by CTA and arise out of any act, omission or violation by Member or any of Member's authorized Club persons who use the Range, or anyone acting under Member's direction or control or on Member's behalf, during, in connection with, or incident to or arising out of the performance of this Agreement or any of the activities in connection therewith. The provisions of this section shall survive the expiration or termination of this Agreement.

**b.** It is the intent of the Parties that Member will indemnify, defend, and hold harmless, as set forth in Subsection a, above, of this Section 9, regardless of the existence or degree of fault or negligence, whether active or passive, sole or concurrent, on the part of CTA or of anyone active under CTA's direction or control or on CTA's behalf.

**c.** This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be unenforceable and void only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

## **10. Video/Photograph Release.**

**a.** All activities on the Range may be photographed and/or video recorded.

**b.** Member grants to CTA the irrevocable right and permission to use photographs and/or video recordings of Member and Member's club members and guests on websites and in publications, promotional flyers, educational materials, derivative works, or for any other purpose without compensation to Member.

**c.** Member understands and agrees that such photographs and/or video recordings of Member and Member's club members and guests may be placed on the Internet. Member waives the right to approve the final product. Member agrees that all such portraits, pictures, photographs, video and audio recordings, and any reproductions thereof, and all plates, negatives, recording tape and digital files are and shall remain the property of CTA.

**d.** Member hereby releases, acquits and forever discharges CTA and Even Management Corporation, their agents, officers, managers, members, directors and shareholders, employees, and assignees from any and all claims, demands, rights, promises, damages and liabilities arising out of or in connection with the use or distribution of said photographs and/or video recordings, including but not limited to any claims for invasion of privacy, appropriation of likeness or defamation.

**11. Notices.** Whenever, under the terms of this Agreement, written notice is required or permitted to be given by any party to any other party, such notice shall be deemed to have been sufficiently given upon personal delivery to the party or an authorized agent thereof evidenced by a written receipt from such party or its authorized agent, or forty-eight (48) hours after deposit in the United States mail in a properly stamped envelope, certified or registered mail, return receipt requested, or by other reputable delivery service such as Federal Express, addressed to the party to whom it is to be given, at the address hereinafter set forth:

**If to CTA:**

**If to Member:** At the address under Applicant Information above.

Piru Holdings LLC  
8543 Venice Blvd.  
Los Angeles, California 90034

&

Even Management Corporation  
8543 Venice Blvd.  
Los Angeles, California 90034

Each Party or other person or entity named above may change its address and that of its representative for notice by the giving of notice thereof in the manner provided in this Section 14.

**12. Waiver.** Any delay or failure to require performance, or failure to insist upon strict compliance with any of the terms, covenants, conditions or provisions of this Agreement shall not constitute or be deemed a waiver of such term, covenant, condition or provision, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times. Any waiver granted by a party must be in writing to be effective and shall apply solely to the specific instance expressly stated.

**13. Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If for any reason any provision of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable in any respect, the validity and enforceability of the remainder of the Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced.

**14. Assignment and Subletting.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors and assigns; provided, however, that Member may not voluntarily or by operation of law assign or otherwise transfer or encumber this Agreement or any part thereof, without the prior written consent of CTA which may be withheld in the

sole discretion of CTA. Member shall not sublet the assigned portion Range or any part thereof for use by any party other than Member.

**15. No Third-Party Beneficiary Rights.** The Parties do not intend to confer and this Agreement shall not be construed or deemed to confer any rights or benefits to any person or entity other than the Parties to this Agreement.

**16. Compliance with Laws.** Member shall strictly comply with all applicable federal, state and local laws, ordinances, codes, regulations and guidelines. In the event of any changes in the law, ordinances, codes or regulations applicable to this Agreement, the parties shall use all reasonable efforts, to the extent required, to revise this Agreement to conform and comply with such changes. Member shall be liable and solely responsible to pay for all damages, fines, costs and expenses caused by the violation of any applicable federal, state and local laws, ordinances, codes, regulations and guidelines.

**17. Amendment.** This Agreement may be modified or amended only by mutual written agreement signed by all the parties.

**18. Headings.** The division of this Agreement into sections, and the use of headings in connection therewith, are solely for convenience of reference, are not intended to govern, limit, amplify, modify, or otherwise affect the meanings of the sections and shall be given no legal effect in the construction or interpretation of any provision of this Agreement.

**19. Force Majeure.** Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party's employees, or any other similar cause beyond the reasonable control of either party unless such delay or failure in performance is expressly addressed elsewhere in this Agreement.

**20. Applicable Law; Venue.** The validity, performance, construction and interpretation of this Agreement and all disputes hereunder shall be governed by the laws of the State of California with respect to agreements entered into and to be performed entirely within the State of California, excluding any laws that direct the application of another jurisdiction's laws. The Superior Court of the State of California for the County of Ventura shall be the exclusive venue for all disputes between the parties arising under this Agreement and in any action in which suit thereon is filed.

**21. Attorneys' Fees; Costs.** If any legal action at law or in equity, or any arbitration proceeding, is brought for the interpretation or enforcement of this Agreement or any part hereof, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in that action or arbitration proceeding, in addition to any other relief to which it may be entitled.

**22. Entire Agreement.** This Agreement, together with any and all Exhibits and Agreements attached hereto, constitutes the sole and entire Agreement between CTA and Member regarding the subject matter hereof. This Agreement supersedes any and all prior understandings of whatsoever kind or nature, whether written or oral, existing between or among the Parties regarding the subject matter hereof. No oral statements, representations, or prior written materials shall be of any force or effect, except as they may be specifically set forth herein. All prior or concurrent negotiations, agreements, and understandings,



whether oral or written, regarding the subject matter of this Agreement are hereby revoked, canceled and rescinded, and are all merged herein and suspended hereby.

**23. Interpretation.** Neither Party shall be deemed the drafter of this Agreement. If this Agreement is ever interpreted or construed by a court of law, such court shall not construe this Agreement or any provision hereof against either Party as drafter.

**24. Execution in Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile or other electronically transmitted counterparts, and each such counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

**25. Ability to Enter into Agreement.** Each signatory represents that he/she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party on whose behalf the signature is proffered. Each party has caused this Agreement to be executed by its respective duly authorized representative.

---

**EXHIBIT “B”**  
**TO**  
**FIREARM SHOOTING RANGE MEMBERSHIP AGREEMENT**

**FIREARM SHOOTING RANGE SAFETY USE RULES**

**PIRU HOLDINGS LLC**

The following safety rules shall be applicable, and strictly adhered, to by everyone who enters the Piru Holdings LLC Shooting Range (the “Range”):

1. The Range shall be used for the sole purpose of a firearms training and practice and for no other purpose without the express written consent of Licensor, which consent may be withheld in the sole discretion of Licensor.
2. All federal, state, and local firearm laws **MUST** be obeyed.
3. All persons going on the Range must check in at the office. Parents or Guardians (at least 18 years of age) must fill out the release form for any minors under the age of 18 and complete a “**Release and Hold Harmless Agreement**” form prior to entering the Range.
4. Visitors and guests **MAY NOT** shoot or handle any firearms at any time and must remain behind the shooting line at all times.
5. No persons under eight (8) years of age are allowed on any part of the Range.
6. Shooters are responsible for their children and guests at all times, while on Range property.

7. Parents or guardians must be within arm's reach at all times of persons age 8 through 18 years, both on and off the Range.
8. Only one minor may shoot at one time per adult present.
9. All persons, whether shooting or not during the shooting periods, **MUST** use **EYE and HEARING protection** while on the firing lines, to include using optical equipment (scopes and binoculars).
10. Shirts and shoes are required to be worn on the Range at all times. High necklines are recommended to avoid burns from hot ejected brass casings. Open toe shoes, low cut shirts, or pants worn below the waist are not allowed.
11. **NO** alcohol or illegal drugs are allowed on the premises of the Range, including but not limited to the parking lot and picnic areas. No one will be allowed to use or otherwise be on the premises of the Range if he/she is under the influence of drugs and/or alcohol. The Range staff members will bar anyone believed to be under the influence of drugs or alcohol.
12. No smoking in the Range at any time.
13. All firearms brought into the Range must be completely **UNLOADED!**
14. Firearms may be loaded **ONLY** on the firing line, or in a designated loading area.
15. All firearms and ammunition are subject to inspection by the Range staff members. Confiscated ammo will be secured in the office to be returned to the shooter at the completion of their shooting day. Unclaimed ammo will be disposed of after one week.
16. **ABSOLUTELY NO** steel jacket or steel core ammunition (armor piercing, incendiary rounds, tracer rounds) or bi-metal rounds may be used on the Range at any time.
17. Steel and reactionary targets may only be engaged with pistol caliber ammunition that has a maximum velocity of 1400 fps, shotgun birdshot #6 or smaller. All other ammunition must be shot on paper targets.
18. Targets may be brought into the range **ONLY** if approved by the Range staff members. Targets are available for sale at the main counter.
19. No firearms are permitted in the Public Range Office at any time. Exceptions are only made for law enforcement officers who visibly display an ID or badge while on duty.
20. No concealed or holstered firearms are permitted unless carried by an on-duty law enforcement officer, displaying their ID's or badges at all times. Except as permitted in rule 21.
21. Shooters may draw and fire the gun from a holster at their own risk. Holsters must be securely fastened to the shooter and must always hold the gun in a safe point of direction. This is defined as not pointed at any body part or up range. No shoulder holsters, ankle holsters or small of the back holsters.
22. Weapons must be discharged at targets towards the backstop.
23. While shooting on any of the 6 shooting areas, only one shooter may be on the shooting area.
24. Keep weapons pointed down range toward the backstop at all times.
25. Load and unload weapons only toward the backstop at all times.
26. **DO NOT** leave additional firearms loaded on the benches. All uncased firearms stored on the rear benches must be unloaded with the barrels pointed in a safe direction.
27. **NEVER** force ammunition into any firearm.
28. No cross shooting allowed.

29. Never cross over the backstop.
30. No weapons may be removed from the case until at the safety area.
31. Do not exchange weapons with another shooters.
32. **NEVER HAND A LOADED FIREARM TO ANYONE!** If you transfer a firearm to another individual, it must be unloaded, clips or magazines removed, cylinders opened, and levers or actions open. If you are not actively shooting your firearm(s) or leaving them unattended, leave them in a safe condition.
33. The command **“CEASE FIRE”** means stop shooting **IMMEDIATELY!**. When **“CEASE FIRE”** is announced **STOP SHOOTING!** On this command, unload your weapon, open action, lay weapon down, and step back from the line. Do not move back into the shooting area for any reason until cleared to do so by the Range safety member or Line Officer.
34. Any person seen firing at lights, target hangers or other range property or equipment will be in material, incurable breach of the Agreement and all privileges and use of Range amenities/facilities shall be immediately suspended. The person in breach will be reported to the proper authorities for appropriate action. Firing at boxes, cups, or objects other than approved targets is prohibited. All shooters will be held accountable for and will pay for any damage he/she (and/or his/her guests) causes, including replacement and installation charges.
35. If you are caught firing or damaging electrical lines or transformers, you will be prosecuted to the fullest extent of the law.
36. Shooting of a 50 cal BMG or equivalent calibers (ie – 510 DTC, 416 Barrett) is **NOT** permitted on the range!
37. **NEVER** step away from the shooting platform while holding a loaded firearm.
38. If you must move about the Range with your firearm, you must carry it unloaded, with the action or lever open, and the muzzle up unless cased.
39. **BRASS COLLECTION POLICY – Police your own brass. CLEAN after usage.** You may **ONLY** collect spent brass that is your own. You may not take brass from any buckets that maybe secured to any poles. **VISITORS MAY NOT** take or ask for brass from other shooters or anywhere else on the ranges. Exceptions **CAN ONLY** be granted by a Senior Line Officer.
40. Clean up after yourself. Brush all brass forward of the range.
41. Pick up your brass after shooting and place them in the buckets secured to the poles that say **BRASS ONLY**. Shotgun hulls and trash are to be deposited in the large barrels at the rear.
42. **NEVER THROW LIVE ROUNDS DOWN RANGE!!** If you must dispose of any live rounds, bring them to the counter. You may also give them to any Range staff member for disposal.
43. You agree to pay to Piru Holdings LLC upon demand a \$500.00 cleaning fee shall if you do not clean-up the portion of the Range covered by Agreement after each use.
44. Piru Holdings LLC, Even Management Corporation and their staff are not responsible for any of your property that is damaged or lost while at the premises of the Range. Any property left anywhere on the premises of the Range becomes the property of Piru Holdings LLC.
45. No animals are allowed on any of the ranges, with the exceptions of service dogs. **DO NOT** tie up your animal(s) in the picnic area. This is for your animal’s safety. Piru Holdings LLC and Even Management Corporation **WILL NOT** be held responsible for

what may happen to your animal should it escape from its tether, nor are animals to be left unattended in your automobile **BY LAW**.

46. Fish and Game or any other appropriate law enforcement agencies will be called if any animal is shot on our property. **All animals are protected by law. If you encounter a rattlesnake, do not attempt to kill or capture it. Notify a Line Officer or the Range staff member.**
47. Pregnant and/or nursing women must first consult with their doctor before going to the Range. Piru Holdings LLC and its staff assume no liability for any harm, or potential harm, caused to the pregnant and/or nursing women or their babies.
48. Photographing shooters who are not part of your party **IS STRICTLY PROHIBITED** without their consent.

**IF IN DOUBT REGARDING ANY OF OUR RULES, PLEASE ASK ANY OF THE LINE OFFICERS OR RANGE MASTER ON DUTY IN THE RANGE OFFICE.**

**I have read and fully understand all of the above Firearm Shooting Range Use Safety Rules, and I agree to strictly abide by each Firearm Shooting Range Use Safety Rule, and the commands and instructions of the Range Masters/Officers, today and on all future dates.**

---

**EXHIBIT "C"**  
**TO**  
**FIREARM SHOOTING RANGE MEMBERSHIP AGREEMENT**

**RELEASE AND HOLD HARMLESS AGREEMENT**

**PIRU HOLDINGS LLC**

**All persons going on the Shooting Range shall be bound by this  
Release and Hold Harmless Agreement**

1. **Acknowledgement of Danger.** I acknowledge that engaging in sport shooting is dangerous. I further acknowledge that no matter what precautions I may take, including but not limited to the wearing of various types of protective gear (including hearing and eye protection), that I could experience injury of a very serious nature and/or die as a result of an accident or incident. I therefore engage in such activities voluntarily and at my own risk.
2. **Assumption of Risks.** I acknowledge and represent that I am familiar with the significant risks and dangerous nature, including but not limited to causing death or serious bodily injury to myself and others, and causing damage(s) to property, which originate from participating and

otherwise engaging in sport shooting. I hereby assume any and all responsibilities and liabilities pertaining to such risks, whether to myself or to others and without limitation or qualification. There have not been any express or implied representations to you on behalf of Piru Holdings LLC except as set forth in this Agreement.

3. **Physical and Mental Condition.** I acknowledge that at the time of signing the Outdoor Shooting Range Membership Application & Agreement I am in sufficient physical and mental condition to engage in sport shooting on the Range.

4. **Condition of Equipment.** I have, prior to engaging in any sport shooting at the Shooting Range, determined that, by professional standards, my shooting equipment, ammunition and all corresponding items are in good condition and suitable for the shooting contemplated by this Release Agreement.

5. **Comprehensive Release.** I do hereby, on behalf of myself and my heirs executors, administrators, assigns and legal and personal representatives, unconditionally and irrevocably release and discharge Piru Holdings LLC and Even Management Corporation, their successors, assigns, owners, members, managers, officers, directors, shareholders, employees, agents, representatives, attorneys, independent contractors, subsidiaries, and affiliates and each, every and all persons acting by, through, under or in concert with any of them (collectively, “**Released Parties**”). I further do hereby on behalf of myself and my heirs, executors, administrators, assigns and legal and personal representatives agree not to sue, or otherwise initiate legal, equitable or similar action or to otherwise file a complaint or other action for controversy resolution or otherwise seek losses, costs or expenses of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including without limitation, wrongful death, and any and all personal injuries, known or unknown, and death and/or personal injuries to third parties, and injuries to property, real or personal, known or unknown, against any of the Released Parties, caused by any reason whatsoever related to my sport shooting on or about the Company’s premises and/or facilities. This Release shall pertain to any claims which were known or unknown, anticipated or unanticipated at the time of the execution of the Firearm Shooting Range Use Agreement, including any information of any nature which, if known by me on the date of said execution, may have materially affected my decision to execute the Firearm Shooting Range Use Agreement and specifically this Release.

6. **WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542.** I acknowledge and agree that by reason of the Release set forth in paragraph 5 above, I am assuming all risk of bodily injury, death or property damage and all other unknown and unanticipated claims, and I agree that my Release of all Released Parties contained in this Release applies thereto. In connection therewith, *I expressly waive whatever benefits I may have under Section 1542 of the California Civil Code, which reads as follows: “A General Release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”*

7. **Indemnity.** I hereby indemnify, without qualification or limitation, the Released Parties and defend and hold the Released Parties harmless from and against any and all claims, causes of action, demands or charges of every kind and nature, which any third party or person may claim

to have or to hold for property damage or personal injuries or any other damages including death, arising from any cause or reason, of every kind and nature pertaining to this Release Agreement originating from my relationship with any of the Released Parties and any activity directly or indirectly arising from or contemplated by this Release Agreement.

9. **Governing Law; Attorney's Fees.** This Release Agreement shall be governed by, and construed in accordance with the laws of the State of California. Should any party hereto institute any action or proceeding against the other party at law or in equity, or in connection with an arbitration, in connection with this Release Agreement, the prevailing party from such action shall be entitled to recover from the losing party or parties all attorneys' fees and costs for service rendered to the prevailing party in such action or proceeding.

10. **Additional Regulations.** I have read and understand, and I agree to follow the regulations set forth in the separate document entitled "**Firearm Shooting Range Safety Use Rules,**" a copy of which has been provided to me by Piru Holdings LLC. I also understand that hearing and eye protection (even while using a scope) are mandatory at all parts of the Shooting Range areas for all persons at all times. I agree that I will not fire or discharge any firearm or gun except in areas so designated by Piru Holdings LLC. Any ammunition purchased or obtained from Piru Holdings LLC will only be used at its Shooting Range.

My signature, above, on the **OUTDOOR SHOOTING RANGE MEMBERSHIP APPLICATION & AGREEMENT** evidences that I have read this entire Release and Hold Harmless Agreement, understand it completely, and agree to be bound by its terms.