

INDIVIDUAL RENTAL AGREEMENT

THE UNDERSIGNED USER, for and in consideration of using the Range Facility at Lakes Training Center (The RANGE) Located at 95 SW 8th Ave Forest Lake, MN 55025, owned and operated by Lakes Trading Co Inc., hereby acknowledges, consents and agrees to the following:

1. **User Identification.** User shall present valid photo identification to Lakes Trading Co. Inc. prior to use of the Range, Print the following information:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

2. **Term.** This Individual Rental Agreement shall be an ongoing agreement that may be terminated at any time, with or without cause. User may use the firing range at times determined by the Range Coordinator.

3. **Right to Refuse Entry and Use.** Lakes Trading Co. Inc and its officers, employees and agents (collectively, "LTC") shall have the right in its sole discretion to i) refuse to enter into an Individual Rental Agreement or terminate the same if already executed, ii) deny entry into the RANGE, iii) refuse or limit the occupancy or use of the RANGE, or iv) terminate the use or occupancy of and remove users from the RANGE at any time without notice for a violation of any applicable law, rule or regulation, or for no reason.

4. **Waiver and Release.** (*Please initial on each line*) As a condition and in consideration of using the RANGE, User hereby acknowledges, consents and agrees to the following:

_____ a) My use of the RANGE is voluntary and at my own risk.

_____ b) I understand that occupying and using the RANGE and shooting firearms is dangerous and may expose me to dangerous circumstances, substances or materials, including, but not limited to, lead and lead particles. I further understand that no matter what precautions I may take, including, but not limited to, the wearing of various types of protective gear, I could be injured and/or die as a result of an accident or incident. I know, am aware of and assume all of the risks and dangers, whether or not known, foreseen or otherwise, that are or may be associated with occupying or using the Range, including, but not limited to, the risk of being injured by other users.

_____ c) I certify that I am not prohibited from owning or possessing a firearm under any federal, state, municipal or local laws, ordinances or regulations.

_____ d) I acknowledge that I have received, reviewed and understand all rules and regulations related to using the RANGE and agree to comply with all rules and regulations governing the use of the RANGE and all applicable federal, state, municipal and local laws, ordinances and regulations while occupying or using the RANGE. (*Rules are attached later in this document*)

_____e) I understand that Lakes Trading Co. Inc. may terminate my use of and remove me from the RANGE at any time without notice for a violation of any applicable law, rule or regulation, or for any other reason within its sole discretion.

_____f) I understand that use of the RANGE is limited to firearms and related training and I will not occupy or use any portion of the RANGE for any business or purpose which is unlawful, disreputable or deemed to be extra hazardous on account of fire or other hazard or permit anything to be done which would in any way increase the rate of fire insurance coverage on the Range or its contents beyond its intended purpose as a firearms range.

_____g) I have determined and hereby certify to Lakes Trading Co. Inc. that by applicable standards, my shooting and safety equipment, ammunition and all related items are in good condition and suitable for the use in which intended and do not pose a risk to myself or others by its use.

_____h) I will not make alteration to, deface or damage the RANGE or any portion thereof and shall be liable for, and pay to Lakes Trading Co. Inc. upon demand, any and all property damage I cause to the RANGE.

_____i) I shall be responsible for all damages to or loss of my own equipment while using or occupying the RANGE.

_____j) I irrevocably waive any and all claims, liability and damages, whether or not known, accrued, foreseen, fixed or otherwise, against Lakes Trading Co Inc, its Partnering Entities and their respective officials, employees, agents and insurers for any harm, bodily injury (including death), loss or property damage I incur as a result of occupying or using the RANGE.

_____k) I irrevocably release and forever discharge Lakes Trading Co. Inc., its Partnering Entities and their respective officials, employees, agents and insurers from any and all claims, liability or damages.

_____l) I shall defend, indemnify and hold harmless Lakes Trading Co. inc., its Partnering Entities and their respective officials, employees, agents and insurers from any liabilities, judgments, losses, costs or charges (including attorneys' fees) incurred by Lakes Trading Co. Inc., its Partnering Entities and their respective officials, employees, agents and insurers as a result of any claim, demand, action or suit relating to any harm, bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with occupying or using the RANGE.

_____m) I understand that this Individual Rental Agreement is i) binding on myself, heirs and personal representatives and ii) inures to the benefit of Lakes Trading Co. Inc., its Partnering Entities and their respective officials, employees, agents and insurers.

_____n) I acknowledge that I have fully read, appreciate, and understand the words, terms, conditions and provisions of this Individual Rental Agreement, and agree to be bound by the same.

5. **Non-Exclusive Use; Assignment.** Use of the RANGE by User is not exclusive. This Individual Rental Agreement may not be assigned, transferred or substituted.

6. **Cancellation.** Either User or Lakes Trading Co. Inc. may cancel this Individual Rental Agreement for any reason upon delivery of written notice to the other party. Cancellation shall be effective immediately after receipt by the other party, except that User shall immediately pay all rental fees accrued prior to cancellation.

7. **Entire Agreement.** This Individual Rental Agreement shall constitute the entire agreement between Lakes Trading Co. and the User and any prior understandings or representations of any kind preceding the execution of this Agreement shall not be binding upon either.

8. **Modification.** This Agreement may only be amended or modified by written instrument executed by both Lakes Trading Co. Inc. and the User.

9. **Survival.** If any term or provision in this Agreement is deemed invalid or unenforceable by any recognized tribunal, including a certified mediator, arbitrator or court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the extent permitted by law.

10. **Choice of Law.** This Agreement is declared to be a Minnesota contract and all of its terms shall be construed in accordance with Minnesota law.

Range Rules and Regulations

Initial Line at Each Rule

____1) No Alcoholic beverages, drugs, or persons who have been consuming those items will be allowed on the range or premises

____2) Shooter's glasses or tempered glasses must be worn at all times while inside the firing area. (Prescriptions Excepted)

____3) Hearing Protection must be worn at all times while inside the firing area. Muff Style recommended but not required.

____4) Children must be supervised at all times while on premises. Children under the age of 10 will not be permitted in the firing area.

____5) No aluminum cased, armor piercing, tracer, explosive, or shot shells will be allowed.

____6) All firearms must be clear with the action open except while actively firing.

____7) All Firearms must be clear and bagged or cased before leaving the firing line.

____8) No person will be allowed forward of the firing line. Contact range staff for assistance.

____9) Only persons who are actively shooting will be allowed inside the firing area.

____10) Only firearms in good working condition are allowed on the firing line. (User is held responsible)

- ____ 11) No more than three people allowed per lane, only two at the line at one time.
- ____ 12) All fired rounds must impact the bullet trap area. No impact into floor, roof, or side walls
- ____ 13) All firearms are subject to staff inspection at anytime.
- ____ 14) Rapid fire must be approved by range staff.
- ____ 15) All firearms must be pointed down range in a safe manner at all times.
- ____ 16) No tobacco use allowed on premises.
- ____ 17) Use of Black Powder firearms is prohibited.
- ____ 18) Photo Identification required for use of range facilities.
- ____ 19) No Holster work permitted.

Dated: _____
Print Name of User: _____ Age: _____
Signature of User: _____
Signature of Parent or Guardian: _____
(If User is under the age of 18, a parent or guardian must also sign)

Dated: _____
Lakes Trading Co. Inc.
By: _____
Authorized Representative

MAXIMUM OCCUPANCY IN SHOOTING AREA IS 31 PEOPLE