



VICTORY RANCH

MEMBER AGREEMENT, TERMS, CONDITIONS, WAIVER, CONSENT, and RELEASE:

In consideration of being allowed to participate in the activities of training or instructional classes and my child or children (if accompanied by a child or children), and to my property during any activity or shoot held by **Victory Ranch**, whether self-inflicted or inflicted by others and whether or not the acts of others were intentional or negligent. In no case shall I hold **Victory Ranch** responsible for the acts of third persons who may injure myself, my child or children or my property. I understand there will be **NO** drugs or alcohol permitted on the property of Victory Ranch and that there are rules and regulations put in place to maintain the safety of myself and others. I also understand that **RAPID FIRE** is **NOT PERMITTED**. I agree that I will follow **ALL** rules I also understand and agree that if any of the property owned by **Victory Ranch** are damaged by me whether intentionally or negligently, I may be held liable for the cost of the item(s) damaged. I execute this waiver, consent, and release on my own behalf and on behalf of my child or children, if they are accompanying me, realizing that this sport is not hazard-free and fully assuming those risks of all conditions in and about the activity area. I also waive any and all specific notice of the existence of any hazards. I freely and voluntarily assume all risk associated with the use of the private range and agree that I am shooting **AT MY OWN RISK**.

By becoming a member, I am implying that I have read, understand, and agree to **ALL** terms, rules, membership fees & policies of Victory Ranch. I agree to pay the full dollar amount of any and all memberships that I have agreed to. Furthermore, I understand that failure to adhere to all rules, terms, conditions & policies may constitute a breach of member agreement. If there is a breach of member agreement members will still owe any dollar amount not fully paid for. For any fees unpaid Alternative collection methods will be considered. Membership fees in Victory Ranch do not purchase rights, only privileges. There are no guarantees for time or duration. Any behavior deemed detrimental to the reputation, safety, or operations of Victory Ranch members may have memberships revoked at any time. No refunds of any kind will be issued.

Private Range Rules & Regulations

MUST READ AND OBEY ALL RULES / REGULATIONS

(Additional rules may be implemented as needed)

1. You must obey ALL private range rules.
2. Conduct deemed detrimental to the reputation, safety, or operations of Victory Ranch Gun Range will not be allowed
3. Everyone on the property must have authorized access
4. Ear & eye protection REQUIRED.
5. Any chat groups set up by Victory Ranch Gun Range may be moderated to keep content relevant and family friendly.
6. ONE day members are to shoot at paper targets only. Unless stated otherwise.
7. All Membership fee's must be paid prior to arriving or taking your first shot on the gun range. Members paying by installment must be current.
8. Every member should understand that this is a private range. There are rules to maintain everyone's safety. But understand that you are shooting at YOUR OWN RISK.
9. Fines or revocation for negligence. Negligence will not be tolerated.
10. Do not participate in any shooting events or training above what you can do safely and proficiently.
11. ALL firearms need to be holstered, cased, or in a range bag prior to shooting. And when finished shooting need to be re-holstered, cased, or put back into range bag.
12. Keep muzzles pointed downrange, or in a SAFE direction always.
13. Keep finger off the trigger until you are ready to shoot.
14. Do not step past firing line until ALL shooters have been made aware the range is COLD.
15. Before firing shooters are to check surroundings and announce GOING HOT.
16. Safely moving and shooting is only done in permitted areas ONLY!
17. Pick up your trash. EX: plastic, paper, bottles etc.
18. When you are not shooting. Firearms should have a chamber flag or have the slide/ejection port/action in locked open position.
19. Members or those with authorized access on the property ONLY. Non authorized access will be asked to leave or be charged with TRESPASSING!
20. Controlled burst fire ONLY.
21. ALL shooting & gun handling done on the premises should be to SAFE. Reckless gun handling and or shooting you will be dismissed or possibly charged with endangerment!
22. Rifle calibers minimum of 75 yards at steel targets. (No green tip, or any armor piercing bullets to be shot at steel. PAPER TARGETS ONLY!)
23. No ammunition of any kind that is a fire hazard. Tracers, dragon breath etc.
24. Magnum rifle calibers minimum distance on steel 150 yards or paper targets only. Unless permission is stated otherwise from the property owner.
25. Handgun calibers minimum of 15 yards on steel.
26. Before shooting further distances with rifles always verify it is zeroed by confirming at 25 or 50 yards.
27. Shooting is done from permitted areas only.

(Additional rules may be implemented as needed)

• **Refund & Cancellation Policies**

No cash back refunds are permitted

Memberships fees are a fully due one-time payment but for your convenience you may elect to pay the membership fee in twelve (12) equal monthly installments. By enrolling you accept full responsibility for the full membership fee, which you understand will remain due and payable regardless of whether you continue to utilize membership privileges or cancel before completing all installment payments. Membership fees must be paid promptly and in full. Upon nonpayment the total fee will still be fully due & will be subject to collection.

• **Training Courses / Competitions**

A good amount of time, expenses and work goes into setting up these events, courses and competitions. Once you have paid you have committed. So, show up!

• **Bad Weather / Unforeseeable events**

If a course is cancelled due to some unforeseeable event... Most likely bad weather. All courses affected will be rescheduled.

• **30 Day Reschedule Policy**

If you have signed up for a training course and cannot make it for ANY reason, your course may be rescheduled. You will have 1 month (30 days) from the initial course to take the next course available. If you have decided not to take the course at all you will forfeit all funds.

• **Private Range Membership & Fees**

This outdoor shooting range is a private facility that exist solely for the enjoyment of its members, their guest, and individuals who complete a sign-up process. We are not a public range, and we do not accept walk in visitors. All access is restricted to members in good standing, approved guest and signups.

Membership fees in Victory Ranch Gun Range are based on a one-time fee which grants current private access and privileges of membership. There are no guarantees of time or duration being purchased. So, long as the member adheres to all rules and policies membership privileges may continue and will renew automatically.

• **Automatic Renewal / Cancellation by Payment Only**

No cancellation (1) unless members pay the membership fee in full and (2) members must provide written notice of cancellation by email to info.victoryranch.net@gmail.com

All memberships that remain in good standing will automatically renew for a new membership fee at the then current fee. Membership fees are owed in full upon renewal regardless of actual usage. Upon renewal members agree to pay the full amount of the membership fee renewed.

• **PRIVACY POLICY**

[Victory Ranch Gun Range] Privacy Policy

Effective Date: [Date of signed membership]

1. Introduction

The [Private Club Name] ("the Club," "we," "us," or "our") respects the privacy of members ("you," "your," or "member") and is dedicated to protecting personal data. This Privacy Policy explains the collection, use, and disclosure of personal information related to membership and service use.

2. Information We Collect

Personal information is collected directly from members, such as during membership applications, event registrations, or communications. This information may include:

Contact Information: Name, address, email address, phone number.

Membership Details: Membership type, membership dates, payment information.

Other Information: Information from surveys, forms, or communications. We also collect video and audio recordings where applicable by law.

3. How We Use Your Information

Personal information is used for the following:

Membership Management: To process applications, manage memberships, and provide member benefits and services.

Communication: To share club news, events, and other membership-related information.

Club Operations: To manage club operations, improve services, for safety, and ensure compliance with laws and regulations.

Other Purposes: As otherwise disclosed at the time of collection or with consent.

4. Sharing Your Information

Personal information may be shared with third parties in the following cases:

With consent: When permission to share information has been granted.

To provide services: With third-party service providers assisting with club operations and services, such as payment processors or event platforms.

Legal obligations: When required by law or to comply with legal processes.

Protection of rights: To protect the club's, and others' rights, property, and safety.

5. Data Security

Reasonable security measures are implemented to protect personal information from unauthorized access, use, or disclosure. Secure servers, encryption, and other measures are used to safeguard data.

6. Your Rights and Choices

Members have certain rights regarding their personal information, including

Access: The ability to request access to personal information held.

Correction: The ability to request corrections to any inaccuracies in personal information.

Deletion: The ability to request the deletion of personal information, subject to legal limitations.

Opt-out: The ability to opt-out of specific communication or data processing activities.

7. Changes to This Policy

This Privacy Policy may be updated to reflect changes in practices or laws. Any significant changes will be communicated by posting the updated policy on the website or through other means.

8. Contact Us For any questions or concerns about this Privacy Policy or privacy practices, please contact [336-396-3727].

- **ACKNOWLEDGEMENT OF RISK**

I ACKNOWLEDGE AND FULLY UNDERSTAND that the use of firearms and participation in shooting activities involves inherent risk including but not limited to accidental discharge of firearm, ricochets, hearing loss, serious bodily injury, disability or even death. I understand that I am shooting at my own risk, and I voluntarily assume all risk associated with the use of the range's facility.

I ACKNOWLEDGE & FULLY UNDERSTAND*

- **WAIVER, RELEASE & CONSENT**

I hereby release, discharge and agree not to sue Victory Ranch Gun Range, its owner(s) officer(s), employee(s), Volunteer(s) or affiliates from any and all liability, claims, demands, or causes of action arising out of or related to my participation in shooting activities, whether caused by negligence of the released parties or otherwise.

I CONSENT*

- **MEMBERSHIP PRIVILEGES**

I UNDERSTAND this agreement is for current private membership privileges and ongoing access only. There are no rights, time guarantee's, or guarantees of future privileges or access therefore it does not constitute a prepaid entertainment or sports contract under (NC GS 66-118)

I UNDERSTAND*

- **INDEMNIFICATION (COMPENSATE)**

I AGREE to indemnify, defend, and hold harmless the released parties from any loss, liability, damage, or cost (including attorney fees or court fees) arising from my presence at or use of the club facilities, whether caused by negligence or others.

I AGREE*

- **SAFETY & RULES**

I AGREE to follow all posted and communicated rules, and the direction of club staff. I understand that failure to comply may result in immediate removal from the premises and revocation of membership or privileges without refund

I AGREE*

- **SEVERABILITY**

If any provision of this agreement is found invalid or unenforceable, the remainder shall remain in full force and effect.

MISCELLANEOUS

- This agreement constitutes the entire understanding between the parties and supersedes all prior agreements
- The club reserves the rights to amend its policies, rules, and membership fee rates.
- This agreement shall be governed by laws of the state of North Carolina
- **DISPUTE RESOLUTION - BINDING ARBITRATION**

The Member and Victory Ranch agree that any dispute, claim, or controversy arising out of or relating to this Membership Agreement, the use of Club facilities, or participation in Club activities shall be resolved exclusively by binding arbitration. The arbitration shall be conducted in Wayne County, North Carolina, before a single arbitrator, in accordance with the rules of the American Arbitration Association (AAA) or another mutually agreed-upon arbitration provider.

The parties agree that the arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. Each party shall bear its own attorneys' fees and costs, except as otherwise awarded by the arbitrator.

The Member understands and agrees that by signing this Agreement, they are waiving the right to a trial by jury or to participate in a lawsuit regarding any dispute covered by this clause.

I CONSENT*

- **AGREEMENT TO PAY**

I ACKNOWLEDGE that memberships fees are a fully due one-time payment but for my convenience I may elect to pay the membership fee in twelve (12) equal monthly installments. By enrolling I accept full responsibility for the full membership fee, which I understand will remain due and payable regardless of whether I continue to utilize membership privilege's or cancel before completing all installment payments.

I ACKNOWLEDGE*

- **NO RELIEF FROM FINANCIAL OBLIGATION**

I ACKNOWLEDGE that my obligation to pay the full membership is absolute and unconditional. Phone calls, text messages, verbal statements or stoppage of payment through a financial institution shall not relieve me of my financial obligation under this agreement. All membership fees remain due and payable in full regardless of cancellation, non-use, non-payment, or dispute.

I ACKNOWLEDGE*

AUTOMATIC RENEWAL

I UNDERSTAND that membership enrollment fees in Victory Ranch Gun Range are based on a membership fee which grants current private access and privileges of membership. So, long as the member adheres to all rules and policies memberships may continue and will renew automatically.

I UNDERSTAND*

CANCELATION BY FULL PAYMENT + WRITTEN EMAIL

I AGREE TO & UNDERSTAND

(1) unless I pay the membership fee in full and

(2) I provide written notice of cancellation by email to *info.victoryranch.net@gmail.com* All memberships that remain in good standing will automatically renew for a new membership fee at the then current fee. Membership fees are owed in full upon renewal regardless of actual usage. Upon renewal I agree to pay the full amount of the membership fee renewed.

I AGREE & UNDERSTAND*

- **MEMBERSHIP REVOCATION**

I AGREE & UNDERSTAND that membership at Victory Ranch Gun Range is a privilege. Memberships may be revoked at any time if a member fails to adhere to range rules, policies, terms & conditions or otherwise engages in any conduct deemed detrimental to the reputation, safety, or operations of Victory Ranch Gun Range. Any memberships revoked will not be refunded any amount

I AGREE & UNDERSTAND*

By signing this Member Agreement I agree to comply with all range rules, policies, terms, conditions, and fee obligations as they exist now or amended by the private range in the future.

- I am signing this member agreement in good faith and have no malicious intent.
- All information is listed legally, honestly and to the best of my ability.
- I am also attesting that I am legally entitled and in no way prohibited from possessing, using, or being around firearms.
- I understand no drugs or alcohol are allowed on the property nor can I be under the influence while attending the private range.
- I understand membership fees are due in full and subject to collection.
- I am also agreeing to paying the full dollar amount of the membership fee I have chosen
- I am also understanding that breaching this membership agreement may result in alternative payment collection methods including up to litigation.

FULL NAME AS ON ID: I have read & understand & agree to all terms, policies, rules & conditions. I attest that all information is entered legally, honestly and accurately. I agree to paying the membership fee I have selected in full. *

E-SIGNATURE: I have read & understand & agree to all terms, policies, rules & conditions. I attest that all information is entered legally, honestly and accurately. I agree to paying the membership fee I have selected in full. *

TODAYS DATE*