

# Firing Range Application and Membership Information.

Name (Last): \_\_\_\_\_ (First): \_\_\_\_\_ (MI): \_\_\_\_\_

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

\_\_\_\_\_

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

e-mail: \_\_\_\_\_

Drivers License #: \_\_\_\_\_ State: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Background: (Law Enforcement, Military, Civilian Shooting Sports, Backyard Plinker, Beginner, Etc.)

\_\_\_\_\_  
\_\_\_\_\_

We reserve the right to refuse a firing range membership to anyone at any time and to revoke firing range membership privileges of any member at any time. The safety of you, our staff and other shooters is important to us.

If Family Annual Range Pass, please list name(s)

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

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

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

The above named applicant hereby applies for Annual Range Pass at Nichols Guns, 10525 Leopard, Corpus Christi, TX 78410

1. I have not been convicted in any court of a crime punishable by imprisonment for a term exceeding one year. (Note: You cannot make this representation if a judge could have given you a sentence of more than one year in connection with any such charges but imposed a lesser sentence on you.)
2. I am not a fugitive from justice.
3. I am not under indictment nor do I have any charge pending against me in any court for a crime punishable by imprisonment for a term exceeding one year.
4. I have never been adjudicated mentally defective and I have never been committed to a mental institution.
5. I am not an unlawful user of or addicted to marijuana, depressant, stimulant, narcotic drug nor any other controlled substance.
6. I am not an alien **ILLEGALLY** in the United States.
7. I have not been discharged from the Armed Forces under dishonorable conditions.
8. I am not a person, who having been a citizen of the United States, has renounced my citizenship.
9. I acknowledge that it is unlawful to store or leave a firearm that can be discharged in a manner that a responsible person should know is accessible to a minor.
10. If this in an application for a Family Annual Range Pass, each family member that would be entitled to use the facility under my Family Annual Range Pass could truthfully make the same certifications as set out in the sub-paragraph 1 through 8 herein above. Each family member that will use the pass must be a spouse or child residing at the same address.
11. I understand that anyone who cannot truthfully make the certification as set out in subparagraphs 1 through 8 is prohibited by law from possessing a firearm, except as otherwise provided by federal law.
12. I understand that any false certification to, or false information given, on the Annual Range Pass without refund.
13. I have read and agree to abide by the Safety Rules, and I further agree to abide by any modification to said rules as may be adopted from time to time and posted.

NAME:

Last

First

Member #:

Applicant agrees to pay Nichols Guns upon execution of the application non-refundable fees for range use.

It is understood that the Annual Range Pass range time is in unlimited one hour increments, during "open range hours", on a first come, first serve basis. It is also understood that at certain times the facilities may be unavailable due to special classes, events or organized programs.

It is understood that each individual must comply with **ALL** range rules as may be established and posted, all of which will be strictly enforced. It is further understood that violation of said rules by anyone using the range through the use of an Annual Range Pass or hourly range time issued under this application will entitle Nichols Guns to revoke said Annual Range Pass, or range time, without further liability of Nichols Guns to the pass holder or hourly range time user.

This application, when accepted by Nichols Guns shall constitute the sole entire agreement of the parties and shall be binding upon the parties and their respective heirs, successors and/or assigns.

**I HAVE THOROUGHLY READ AND COMPLETED THE FOREGOING APPLICATION; AND ALL REPRESENTATIONS CONTAINED THEREIN, AND THE INFORMATION GIVEN BY ME IS TRUE AND CORRECT IN ALL RESPECTS.**

Date \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Accepted by \_\_\_\_\_

### RANGE OPERATION AND SAFETY RULES

**Gun safety is important! Please read all of the following safety rules. Please understand that the strict enforcement of these rules is for your safety and the safety of those around you. Infractions of the safety rules can be cause for immediate dismissal from the facility and cancellation of range passes or range time. There will be NO REFUNDS of money for customers that do not abide by the rules and have had their passes or range time revoked.**

#### Basic Gun Safety Rules:

1. Consider all firearms to be loaded at all times. Keep the action open and the barrel pointed in a safe direction and unloaded until ready to shoot.
2. Always keep your finger off the trigger and out of the trigger guard until ready to shoot.
3. Always keep the gun unloaded until ready to use.
4. Be sure the gun is safe to operate.
5. Know how to use the gun safely.
6. Use only the correct ammunition for your gun.
7. Know your target and what is beyond the target.
8. Wear appropriate Eye and Ear protection.
9. Never use alcohol or drugs before or while shooting.
10. Store guns so they are not accessible to unauthorized persons.

#### Additional Range and Safety Rules

1. **ABSOLUTELY NO LOADED FIREARM WILL BE ALLOWED TO ENTER OR EXIT THE FIRING RANGE FACILITY.** All firearms not on the firing line must be unloaded with their action open and the magazine removed, or unloaded and encased. Exception: Sworn Law Enforcement or Concealed Carry Permit Holders whose weapons may be holstered and remain holster while not on the firing line.
2. All shooters must attend a Range and Safety Orientation Briefing, complete the Range Test, complete and sign the Waiver and Release of Liability, and the Assumption of Risk and Indemnity agreement before using the range.
3. Commands issued by Range Officers and Range Personnel must be obeyed immediately and without question. The Range Officer will have **FINAL** word in **ALL** matters. If the Range Officer feels that you are unfit to use the range for **ANY REASON**, you will be denied access.
4. Do not load your weapon unless you are in the shooting stall (booth).
5. **DO NOT LOAD YOUR WEAPON IN THE STORE WHICH INCLUDES THE SHOWROOM, BATHROOMS AND OTHER AREAS.**
6. Do not exit the shooting stall (booth) with a loaded weapon, except sworn law enforcement or concealed carry permit holders may exit with loaded weapon in the holster. Weapon must remain in the holster while on the premises of Nichols Guns.
7. The range is always considered "**HOT**" unless declared otherwise. This means that firing may commence at any time, you are free to handle your firearm and everyone must remain behind the firing line.
8. When the command "**CEASE FIRE**" is given, or the Range Alarm is sounded:
  - Stop shooting **IMMEDIATELY**.
  - Remove your finger from the trigger.
  - Keep the gun pointed in a safe direction.
  - Wait for further instructions from the Range Officer.
  - Anyone on the range may issue a "**CEASE FIRE**" command upon a safety violation or emergency.
9. No one other than Nichols Guns personnel may go forward of the firing line.
10. When the line is declared "**COLD**":
  - All firearms must be unloaded and benched with the muzzle pointed down range, the action open, ejection port or cylinder up and magazine removed.
  - Everyone must step back from the firing line and wait for the Range Officers' command.

- No firearms may be handled while the line is “**COLD**”.
  - The “Continue to fire” or the “Line is hot” command will be given when it is once again safe to shoot.
11. Eye and Ear protection must be applied before entering the range and must be worn at all times while on the range.

### NICHOLS GUNS INDOOR RANGE OPERATIONAL PROCEDURES

1. All federal, state and local firearm laws must be obeyed.
2. Owner of Class III firearms must be in legal possession of both firearms and paperwork required by law. Prior arrangements must be made with the Range Officer concerning Class III firearm use. Certain Class III weapons, firing from open bolt, are “safe” when the magazine is removed, bolt forward.
3. Prior to shooting, a Range Officer will assign you a numbered lane. No one will be allowed to change lanes unless authorized by a Range Officer. If authorized, firearms must be unloaded and cleared prior to changing lanes.
4. All weapons and ammunition must be unloaded and ready for inspection by Nichols Guns Staff prior to range use.
5. PISTOL CALIBER AMMUNITION ONLY may be used on the range. No high powered/centerfire rifle calibers allowed (5.56, 7.62 etc).
6. NO RUSSIAN OR CHINESE MADE AMMUNITION (NORINCO, WOLF, ETC.) Ammunition that contains any steel will not be allowed. Only approved ammunition may be used. Use of banned ammunition is a safety hazard. Anyone using this ammunition on the range will be removed immediately and range privileges revoked.
7. No Pistol Grip Shotguns. Only Shotguns with full stocks.
8. When leaving the firing position temporarily, firearm must be left unloaded and in the clear position (action open with the ejection port or cylinder up, magazine removed) pointed down range.
9. Firearms and ammunition must be compatible. Only one firearm and the compatible ammunition are permitted in the booth at one time. Additional firearms (unloaded with the action open) and compatible ammunition may be kept to the rear of the firing position.
10. Use the appropriate size target to ensure that your shots strike the backstop and not the ceiling or target holder. Small targets should be taped to larger targets to minimize the chance of hitting the target carrier. Intentionally firing a shot that results in the bullet striking anything other than the target and/or backstop may result in a damage or repair fine and/or your removal from the range, permanent ejection from the facility and revocation of any passes without refund of money.
11. The shooter is responsible for any abnormal damage to the range. Hitting the ceiling or walls or lights is abnormal damage.
12. Cross firing of targets prohibited.
13. You may draw from a holster and fire only after obtaining authorization to do so from the Range Officer. Only belt holsters, placed on the same hip as the shooting hand, may be used on the range. Shoulder holsters and cross-draw holsters may not be used unless authorized by the Range Officer during designated courses.
14. Controlled Rapid Fire is acceptable:
  - a. Each round must strike the intended target and you must shoot within your abilities.
  - b. Failure to control your fire will result in removal from the range. You will have to pay for cost of repair to the range. You will have to attend our safety course at your expense to use the range again.
15. No firing from kneeling or prone position in the shooting booths. All firing must be from a standing position unless otherwise authorized. You may fire from a sitting position when sighting a firearm.
16. Misfires:
  - Keep the muzzle pointed down range and wait at least 30 seconds before clearing the misfire or notifying a Range Officer.
  - If you need assistance clearing the malfunction, notify a Range Officer by raising your hand. Be careful to keep the muzzle pointed down range.
  - Do not take jammed or malfunctioning firearm away from the firing point, place on the bench with the muzzle pointed down range.
17. You will be required to temporarily surrender your annual range pass and driver license for lane assignments. Upon leaving the range, cards will be returned.
18. Anyone using offensive language, behaving in an unprofessional manner or in any way being a nuisance or distraction to others will be barred from the facility without refund of money.
19. In order to minimize noise in the lobby area, please let the lobby door close completely behind you before opening the range door and vice versa.
20. Nichols Guns is not responsible for any customer belongings left on the premises.
21. PLEASE, SWEEP UP YOUR BRASS and throw away all trash in appropriate receptacles.
22. **After** you have read this information in its entirety, **initial** the bottom right corner of this page.

### RANGE OCCUPANTS

1. Person under 18 years of age must be accompanied by a parent or guardian. The parent or guardian must remain with the underage member at all times while in the firing area.
2. Nichols Guns reserves the right to photograph or videotape all patrons.
3. Food, beverages, physically impairing products and the use of tobacco products are prohibited on the range. Smoking is prohibited inside the building.
4. Lead is a poison, so for your safety, always wash your hands and face immediately after shooting and/or cleaning your firearm.
5. Only one person is permitted to shoot from a firing lane at a time. Not more than two people will be assigned to a firing lane.
6. **NO SPECTATORS ARE ALLOWED INSIDE THE RANGE AREA.**

Read, understood & acknowledged: \_\_\_\_\_

## Indoor Firing Range Safety and Range Rules Test

1. Which of the following are “Basic Firearm Safety Rules”?
  - a. Handle all Firearms as if they were loaded.
  - b. Always keep the firearm pointed in a safe direction.
  - c. Keep your finger out of the gun’s trigger guard and off the trigger until you have aligned the gun’s sights on a safe target and you have made the decision to fire.
  - d. Always be certain that your target and surrounding area are safe before firing.
  - e. All of the above
2. **True or False:** Weapons for use in the firing range will be brought into the store unloaded and ready for inspection by Nichols Guns staff, unless worn in a holster by sworn law enforcement or concealed carry permit holders.
3. **True or False:** Pistol Caliber ammunition may be used in the range.
4. **True or False:** One shooter at a time is permitted to fire per lane. Maximum 2 shooters per stall.
5. **True or False:** Loading and unloading of firearms is only permitted inside the shooting stall. Weapons will NOT be loaded or kept loaded in any other area of the range.
6. **True or False:** Eye and ear protection are required to be worn on the firing range at all times.
7. **True or False:** No one is permitted beyond the firing line for any reason, except Nichols Guns Staff.
8. **True or False:** The shooter is responsible for any abnormal damage to the firing range.
9. **True or False:** Controlled firing is allowed as long as the shooter hits the intended target and shoots within his capabilities.
10. **True or False:** All weapons should be unloaded prior to exiting the firing range.
11. **True or False:** Wolf, TulAmmo, Brown Bear and all Russian & Chinese made ammunition may be fired on the range.
12. **True or False:** Any high powered/centerfire rifle (caliber 5.56 or above) may be used on the range.

NICHOLS GUNS, INC.  
RANGE USER AGREEMENT, LIABILITY RELEASE, AND ACKNOWLEDGEMENT OF RISK  
For All Participants and All Observers

In consideration of the services of Nichols Guns, Inc., its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "NICHOLS GUNS"), I hereby agree to release and discharge NICHOLS GUNS, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I, \_\_\_\_\_, acknowledge that target practice at a shooting range entails known and unanticipated risks which could result in serious physical or emotional injury, paralysis, death, dismemberment, or damage to myself, to property, or to other persons.

The risks include, but are not limited to:

1. Participation may result in the undersigned or other persons being shot by a firearm; suffering hearing loss; eye injury or loss; inhalation or contact with airborne contaminants and or flying debris, slipping or falling on uneven or loose terrain, and hazards associated with an indoor firing range. Furthermore, NICHOLS GUNS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I further certify that I have no medical, mental or physical conditions which could interfere with my safety in this activity, or if such conditions exist, I have made an informed judgment that they are minor, and I am willing to assume the risks that my conditions create, directly or indirectly, and bear the costs and responsibilities for those conditions.
3. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless NICHOLS GUNS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of NICHOLS GUNS' equipment or facilities, including any such Claims which allege negligent acts or omissions of NICHOLS GUNS.
5. Should NICHOLS GUNS or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself or others.
7. The parties hereby waive the right to a trial by jury in any action or proceeding related to the subject matter of this agreement. If a dispute arises out of or relates to this agreement, any liability release, assumption of liability or assumption of risk, or any injury or claim by the participant against NICHOLS GUNS, the parties agree:

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against NICHOLS GUNS, INC. on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature: \_\_\_\_\_ Date \_\_\_\_\_

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

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

City State Zip \_\_\_\_\_ Phone \_\_\_\_\_

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION  
(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name(s)) ("Minor") being permitted by NICHOLS GUNS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless NICHOLS GUNS from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: \_\_\_\_\_

Date \_\_\_\_\_

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