



EXECUTIVE MEMBERSHIP APPLICATION AND AGREEMENT

Please provide the following information (please print legibly):

MEMBER:

Last Name: _____ First Name: _____ Middle Name: _____

Address: _____

Home Telephone Number: _____ Work: _____ Cell: _____

Email Address: _____ DOB: _____

Driver's License Number: _____ State of Issuance: _____ Expiration: _____

Emergency Contact: _____ Telephone Number: _____

How did you hear about us? _____

ADDITIONAL MEMBER (Immediate Family):

Last Name: _____ First Name: _____ Middle Name: _____

Address (if different): _____

Home Telephone Number: _____ Work: _____ Cell: _____

Email Address: _____ DOB: _____

Driver's License Number: _____ State of Issuance: _____ Expiration: _____

Emergency Contact: _____ Telephone Number: _____

Membership Option: 6 Month _____ 12 Month _____

Method of Payment (see attached credit card authorization form): _____

Membership with AGC will be available to persons who are legally able to possess a firearm. AGC Members must be in compliance with all federal, state and local laws concerning ownership and handling of firearms. Membership will be granted, and may be revoked, at the sole discretion of AGC.

I certify as follows: (1) that I am not and have never been the subject of a criminal or any other proceeding that prevents me from legally owning, handling or possessing firearms under Texas or Federal law; (2) that I can lawfully own, handle and possess a firearm; and, (3) that all information given in this Application is true and correct to the best of my knowledge.

I have read, I understand and I agree to comply with the Terms and Conditions attached to this Application as well as the Release, Assumption of Risk and Indemnity Agreement and the AGC Code of Conduct. In addition, I hereby consent, by signing this application, to a Criminal History search.

Member's Signature: _____ Date: _____

Add'l Member's Signature: _____ Date: _____



Executive Membership Terms and Conditions

1. AGC is available for use by all AGC Members, Guests of Members, private citizen groups and by the general public. AGC Memberships are available to provide preferred access, discounts for merchandise, services and facility use, and other benefits. AGC Membership is subject to the Membership Terms and Conditions stated herein. Membership will be granted, and may be revoked, at the sole discretion of AGC.
2. As part of the consideration for Membership, the Member hereby agrees to remain a Member and pay the Monthly Maintenance Fees for a period of not less than: (1) 6 months from the date of this Agreement or (2) 12 Months from the date of this Agreement. The Member will be billed on a monthly basis. AGC is entitled to recover its costs, including reasonable attorneys' fees, incurred in collecting sums due to AGC under this or any other Membership provision or otherwise. Following the first (6) or (12) months of Membership, the Member will be continually billed on a monthly basis and Membership will continue until an AGC Membership Cancellation Form is submitted, at which time the Member has (30) days from last billed date to make use of the Membership before it is fully terminated.
3. All Memberships are subject to payment of a one-time non-refundable Initiation Fee and timely payment of Monthly Maintenance Fees. The Initiation Fee and Monthly Maintenance Fees for each Membership may vary based on special AGC promotions and Membership availability. The first payment of Monthly Maintenance Fees shall include a prorated fee for the period between the date of the Membership Agreement and the last date of the current month. Membership Fees and benefits may be reviewed and adjusted by AGC at any time. In the event of a Maintenance Fee change, the Member will be notified at least 60 days in advance of such change.
4. Monthly Maintenance Fees will be an automatic monthly credit/debit payment from a Visa, MasterCard, American Express, or Discover. A \$20 fee will be assessed for any automatic debit that is rejected for insufficient funds of any failed credit charge.
5. All Members, Guests, and other AGC facility users must obey the AGC Code of Conduct and must review, agree to the terms of, and sign the Adult Release, Assumption of Risk and Indemnity Agreement.
6. All Guests must be accompanied by a Member to be admitted to the firing line. Members are responsible for all actions taken by their Guests and will hold AGC harmless for property damage, accidents and injuries to or caused by Guests.
7. All Members and Guests are subject to the general policies and rules of operation and administration by AGC, all of which are intended to provide a safe, professional, friendly and family-oriented club.
8. Any Member or Guest of a Member may be suspended or expelled from the range and/or facility for violation of the Code of Conduct or for behavior deemed unsafe by AGC personnel. Decisions of AGC regarding suspension or expulsion are final.
9. A Membership may be unilaterally terminated by AGC if, in the sole discretion of AGC management, the conduct of a Member or the Member's Guest presents a safety hazard to the Member or to any other user or employee of AGC or to AGC facilities. In no event will there be any refund of any Monthly Maintenance Fees paid for months past or the Initiation Fee.

10. The Membership shall be considered "abandoned" and terminated in the event of non-payment of the Monthly Maintenance Fee(s) for two consecutive months. There is no refund of any portion of the Initiation Fee or Monthly Maintenance Fees paid in the event the Membership is abandoned.

11. Any destruction of AGC property caused by a Member or a Member's Guest, whether accidental, negligent, and willful or otherwise, may result in the violator being removed from the range and/or facility, suspended or removed from Membership of a Member, and/or criminally prosecuted. In addition, AGC reserves the right to assess to the Member a reasonable charge for any such damage, regardless of whether the damage is caused by the Member or the Member's Guest.

12. Members may name an Additional Member to utilize the benefits of the Membership. The Additional Member must be a member of the Member's immediate family (i.e. wife, husband, father, mother, brother, sister, son or daughter).

13. Additional Monthly Maintenance Fees will be charged for the Additional Member.

14. Member is responsible for all Membership Fees including any fees pertaining to the Additional Member. The Member will be continually billed on a monthly basis for the Additional Member. The Additional Member may be cancelled by the Member with 30 days written notice provided to Athena Gun Club.

15. Only one Additional Member may be added to the Executive Membership. Any Additional Member must comply with all Executive Membership Terms and Conditions.

16. **Executive Member privileges include the following:**

- a. Ability to reserve a firing lane for the Member and/or Additional Member only. 24 Hour advance notice required.**
- b. Waived range fees for Member and/or Additional Member only.**
- c. Member and/or Additional Member may share a lane with one Guest. Range fees will be waived for this Guest only.**
- d. Member is granted a (12) 15-minute Virtual Simulator sessions. 24 Hour advance notice required.**
- e. Complimentary handgun rentals for Member and/or Additional Member only (must be 1 ea at a time and must use ammo purchased at Athena Gun Club).**
- a. One Athena Gun Club T-Shirt or hat for Member and/or Additional Member.**

17. All Members must allow their photograph to be taken for AGC records or identification.

18. An Executive Membership may not be transferred or sold.

Schedule of Fees for Executive Membership

1. Initiation Fee of \$149.00 for a (6) month membership OR \$99.00 for a (12) month membership.
This is a one-time fee and is non-refundable.
2. Monthly Maintenance Fee of \$69.00 per month. The Monthly Maintenance Fee is fixed at \$69.00 per month for the first two (2) years of Membership. After that time, the Maintenance Fee may be subject to increase at a reasonable rate of inflation.
3. Additional Monthly Maintenance Fee of \$39.00 per month for Additional Member to be added on to the membership.
4. Prices listed for Initiation Fee and Monthly Maintenance Fee do not include sales tax.



RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, _____, on behalf of myself, my heirs and assigns, hereby acknowledge that I have voluntarily applied to enter on to and to engage in and/or observe shooting and other activities at the Shooting Range Facility (the "RANGE") at the Athena Gun Club (the "AGC"). These activities include, but are not limited to, the use and discharge of firearms at the RANGE, the use and discharge of rental firearms provided by the RANGE and the services and training by employees of the RANGE.

I acknowledge and understand that shooting activities are inherently hazardous and involve both known and unanticipated risks which could result in damage or destruction of property and physical or emotional injury, including paralysis or death, of myself or of other persons. These risks include, but are not limited to: being shot by or shooting myself or others; partial or total loss of eyesight or hearing; inhalation or other harmful contact with lead or other contaminants; and being struck by flying or falling objects. I further understand that the discharging of firearms and the use of ammunition have inherent dangers that no amount of care, instruction, or expertise can eliminate.

I further acknowledge and understand that the RANGE is an indoor shooting facility which utilizes a series of component parts, including a bullet trap to decelerate discharged ammunition, however I understand that these component parts and bullet traps of the RANGE, do not, in every instance, contain bullets or bullet fragments and has been known to cause ricochets which could cause serious personal injury or death.

I further acknowledge and understand that AGC makes no warranty as to the design, manufacture, condition or fitness for any particular purpose of any RANGE facilities or equipment, including, but not limited to: firearms, ammunition, eye/hearing protection, and first-aid supplies.

I represent that I am experienced and skilled in the proper handling, loading, use and discharge of all firearms and ammunition I intend to use at the RANGE. I understand that the RANGE is specifically relying on the truth of my representations concerning my experience with firearms, in permitting me to make use of the RANGE. I represent that I have never been convicted of a felony in any of the 50 United States. Texas law prohibits any person convicted of a felony to be present in any environment where firearms are present.

As lawful consideration for being permitted by the AGC to enter the RANGE, to use RANGE facilities or equipment and to engage in or observe shooting and other activities at the RANGE, as a Participant, I agree as follows:

I agree to assume full responsibility for any and all risks, injuries, or damages, known or unknown, of whatsoever any kind and nature, which I might incur as a result of entering on to the RANGE and in using RANGE facilities or equipment and in engaging in or observing shooting and other activities at the RANGE.

I agree to abide by AGC's Code of Conduct.

I knowingly, voluntarily and expressly waive any and all claims I, my next of kin, heirs, guardians, representatives, assigns or any other person claiming under me completely and without reservation that I may have against the Athena Gun Club, its agents, officers, members, employees, instructors, volunteers, or representatives from any and all injuries or damages that I may sustain as a result of me entering on to the

RANGE, using RANGE facilities or equipment, or engaging in or observing shooting range activities. Also, I, my next of kin, heirs, guardians, representatives, assigns or any other person claiming under me, forever release, waive, discharge and covenant not to sue the Athena Gun Club, its agents, officers, members, employees, instructors, volunteers, or representatives for any personal injury, death, disability, property damage, property theft or acts and/or omissions of whatsoever kind and nature including, but not limited to, those caused by its negligence or other acts including, but not limited to, those acts and/or omissions of other participants or persons at the RANGE.

I further acknowledge and agree that it is my understanding and intent that this Agreement, and any signed written amendments or modifications to it, shall remain in full force and effect from the date of execution and ever after shall be applicable to each and every occasion that I enter on to the RANGE, use RANGE facilities or equipment or engage in or observe shooting and other activities at the RANGE.

I have carefully read this "Release, Assumption of Risk and Indemnity Agreement" and fully know its contents. I acknowledge that no other inducement, assurance or guarantee has been made to me in consideration of my signing this Agreement which I sign voluntarily and of my own free will. I further acknowledge and agree that this Agreement may be amended or modified only by a writing signed by me and by an authorized agent of the AGC.

Participant's Name (Print): _____

Address: _____

Telephone: _____

Signature: _____ Date: _____



Code of Conduct

1. Children must be at least 10 years old and be able to shoot over bench in a safe manner, in the sole judgment of AGC personnel.
2. Minors under the age of 21 must be accompanied by a parent or legal guardian who will sign a waiver and remain by their side at all times in the range.
3. Firearms will only be uncased or removed from the holster at the carpeted shooting bench. Load and unload all weapons at the bench.
4. It is your responsibility to know and understand how to operate your firearm safely and ensure your firearm is in good working order.
5. Eye and Ear protection is mandatory for anyone entering the range.
6. Always keep the firearm action open, magazines removed and only load when ready to commence firing.
7. Always keep your finger off the trigger and outside the trigger guard until you are ready to commence fire.
8. Fire only when safe conditions exist: all shooters must stand in their respective stall behind the bench.
9. Always keep firearms pointed down range in a safe direction.
10. Do not pass firearms directly from person to person. Place the firearm on the bench and allow the next person to pick it up.
11. After you are assigned a lane, remain in that lane and shoot only your target in that lane.
12. Do not transfer uncased firearms from lane to lane.
13. Use only AGC approved paper targets that are properly placed in front the shooter stall.
14. The following types of ammunition are not allowed to be shot at Athena Gun Clubs: tracer, incendiary, steel cased/core or aluminum cased. Brass/Nickel cased defensive ammunition is allowed.
15. Any handgun caliber larger than .45 ACP or rifle chambered to 7.62 and above must be declared and approved by AGC Staff prior to entering the range.
16. Use only the correct ammunition for your firearm as recommended by the manufacturer.
17. Any firearm not carried concealed, in accordance with all state and local laws, must be transported unloaded in a case or bag to or from the range.
18. Shooters who desire to shoot from the holster must be "holster qualified" through Athena Gun Club instructors.
19. Upon the command "CEASE FIRE", stop all shooting immediately, put down your firearm and back away from the firing line. Shooters may not re-approach the firing line or pick up any firearm until an ATHENA RSO gives the "all clear" signal.
20. Never consume alcohol or take drugs before or while shooting.
21. Food, drink, gum or any tobacco product is not permitted inside the range. Always remember to wash your hands after you leave the range prior to eating.
22. If you observe any unsafe conditions, please report them to a range safety officer immediately. Act responsibly at all times.
23. Any violation of the code of conduct may result in immediate removal from the range and forfeiture of Membership.