



## Noctum Outdoors

# Firearm Range Safety Briefing

I understand that there are various risks involved with my participation as a shooter or observer in shooting activities with Noctum Outdoors, LLC (hereinafter referred to as "Noctum Outdoors"). I understand that those risks include, but are not limited to, injuries or death caused by the following: gunshot; the negligence of other participants in the vicinity; faulty equipment, firearms or ammunition provided by Noctum Outdoors, myself or other participants; lighting conditions; weather; excessive noise; excessive distance to medical care facilities; and excessive traffic on routes to medical care facilities. I agree that, prior to participating in these activities, I will inspect facilities and equipment and, if I believe any are unsafe, I will immediately advise an employee of Noctum Outdoors.

I am fully aware of risks and hazards connected with being on the premises and participating in these types of activities, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in these types of activities, and I hereby elect to voluntarily enter upon the above named premises and engage in these activities knowing that conditions may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risk of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my participation in these activities, whether caused by the negligence of myself, other participants or observers or otherwise.

I acknowledge that I read and fully understand the Noctum Outdoors Safety Briefing and I agree to follow and comply fully with the rules contained therein. I further agree to comply with and follow all Noctum Outdoors range commands and instructions.

In consideration for receiving permission to participate in the above referenced activities whether as a shooter or observer, I hereby assume all risks associated with these shooting activities and shall indemnify, waive, release, and forever discharge Noctum Outdoors, their officials, officers, employees, volunteers and agents and any other individuals or entities connected in any way to Noctum Outdoors from any and all claims for damages, death, personal injury or property damage and litigation costs/attorneys' fees, arising from or contributed to, in whole or in part, by any act, omission, fault or mistake of the above-named persons or entities and their employees or agents, resulting from the above described shooting activities. It is my express intent that this informed consent and waiver of liability shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be

deemed as a Release, Waiver, Discharge and Covenant Not to Sue any individuals in any way connected with the aforementioned Noctum Outdoors.

**Assumption of Risk:** By signing this Agreement, you ACKNOWLEDGE AND ASSUME THE RISK AND DANGERS OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY OR DEATH, caused by or related to COVID-19, by voluntarily entering the property of Noctum Outdoors and participating in or viewing activities, or by authorizing the participation of a minor in or the presence of a minor at events or related activities. No one guarantees that you or your child(ren) will not become infected with COVID-19.

### **SAFETY INTRODUCTION**

Noctum Outdoors hosts shooters who represent a wide range of abilities and experience with firearms. Our procedures and rules are designed to provide a safe environment for all shooters, no matter what level of experience they have.

Every shooter is required to conduct themselves according to our Safety Rules. Please read them carefully so you understand what is expected for your own safety – and for the safety of those around you.

Anytime the Firearm Range is open, a Range Safety Officer (RSO) will be present. The RSO oversees safe operation of the Range, and to use this Range you agree to follow the instructions of the RSO on duty.

### **SAFE GUN HANDLING RULES**

1. ALWAYS KEEP THE FIREARM POINTED IN A SAFE DIRECTION.
2. ALWAYS KEEP YOUR FINGER OFF THE TRIGGER UNTIL YOU ARE READY TO SHOOT.
3. ALWAYS KEEP THE ACTION OPEN AND THE FIREARM UNLOADED UNTIL YOU ARE READY TO USE IT.
4. KNOW YOUR TARGET AND WHAT IS BEHIND AND BEYOND YOUR TARGET.
5. BE SURE THE GUN IS IN GOOD REPAIR AND SAFE TO OPERATE.
6. KNOW HOW TO OPERATE THE GUN SAFELY.
7. USE ONLY THE CORRECT AMMUNITION FOR YOUR GUN.
8. ALWAYS WEAR 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.

### **GENERAL RANGE RULES**

1. KNOW AND OBEY ALL RANGE COMMANDS.
2. KNOW WHERE OTHERS ARE AT ALL TIMES.
3. SHOOT ONLY AT AUTHORIZED TARGETS.

4. GROUND LEVEL TARGETS ARE NOT AUTHORIZED WITHOUT A PROPER BACKSTOP.
5. STOP SHOOTING IMMEDIATELY IF YOU THINK YOU HAVE EXPERIENCED A MALFUNCTION. GROUND OR BENCH THE FIREARM UNTIL A CEASE FIRE HAS BEEN CALLED.
6. FOLLOW THE INSTRUCTIONS OF THE RANGE SAFETY OFFICER IMMEDIATELY. IF YOU HAVE QUESTIONS, CARRY OUT THE INSTRUCTIONS FIRST – THEN ASK FOR AN EXPLANATION.
7. WHEN A “CEASE FIRE” IS CALLED, YOU WILL IMMEDIATELY STOP SHOOTING, REMOVE THE MAGAZINE FROM YOUR WEAPON, UNLOAD ANY AMMUNITION IN THE CHAMBER OR INTERNAL MAGAZINE, OPEN THE ACTION, AND GROUND OR BENCH THE FIREARM FOR THE DURATION OF THE CEASE FIRE.
8. NOCTUM OUTDOORS MAINTAINS A COMPLETE SEPARATION BETWEEN PEOPLE AND GUNS DURING A CEASE FIRE. WHILE THE CEASE FIRE IS IN EFFECT, DO NOT HANDLE, TOUCH OR MOVE ANY FIREARM. DO NOT STAND AT THE FIRING LINE. STAND BEHIND THE YELLOW SAFETY LINE.
9. ALWAYS KEEP THE MUZZLE POINTED DOWN RANGE DURING LIVE FIRE PERIODS. WHEN THE RSO STATES THAT GUNS MAY BE MOVED, NOCTUM OUTDOORS REQUIRES THAT THE MUZZLE BE POINTED STRAIGHT UP WHILE THE GUN IS MOVING. DO NOT MOVE A GUN WITH THE MUZZLE POINTED DOWN OR HELD LEVEL.
10. FOOD, BEVERAGES AND SMOKING ARE NOT ALLOWED ON THE FIRING LINE.
11. **RESPECT THE RANGE.** PLEASE PLACE YOUR TRASH IN THE TRASH RECEPTACLES AND YOUR SPENT BRASS INTO THE RECYCLING RECEPTACLES.

### **RANGE COMMANDS**

Noctum Outdoors uses “plain language” commands that are somewhat different from the standard line commands used at many ranges. We do this so the commands are clear to inexperienced shooters and public shooters who are not familiar with military or NRA command phrases. Here is the sequence of commands beginning from a Cease Fire period:

1. *“Shooters may step to the line and make ready to fire.” (Shooters are permitted to do everything to ready the firearm except pulling the trigger.)*
2. *“Everyone check eyes and ears.” (The fire command will not be given until all persons at the range are wearing eye and ear protection.)*
3. *“Fire at will.” (All shooters are free to fire their weapons until “Cease Fire” is called.)*
4. *“Cease fire.” (All shooters will stop firing their weapons immediately.)*
5. *“Make your weapon safe, remove magazines and insert your empty chamber indicator.” (All firearms must be fully emptied of ammunition and the yellow flag must be properly placed in the open chamber.)*

6. *“If you have a gun you want to bring to the line or remove from the line, or if you want to move to a different distance, you may move the gun now.” (Move your firearms to or from a rack or to a different shooting bench, keeping the muzzle pointed skyward while moving the gun.)*
7. *“Step behind the yellow line.” (No shooters will be permitted to go downrange until all persons are physically separated from the guns at the line.)*
8. *“Anyone wanting to check, change or hang targets may do so.” (Shooters are permitted to go downrange to targets. All others remain **BEHIND THE YELLOW LINE.**)*

## **AT THE RANGE**

1. The RSO is responsible for the safety of all shooters and visitors. Instructions given by the RSO must be followed without question.
2. This is a COLD RANGE. That means you cannot load or handle a loaded firearm until the RSO gives you permission to do so.
3. The RSO will assign a shooting bench to you. You may place any shooting equipment or accessories on the assigned bench, but the firearm may not be taken to the firing line until the RSO specifically instructs you to do so.
4. Once at the bench, the firearm should always be pointed DOWNRANGE (toward the backstop berm.)
5. The muzzle of your gun should never move outside an angle of control that is defined as 45 degrees to the left or right of the center line to the target. NEVER point the muzzle of loaded gun above the berm.
6. DO NOT go downrange until the RSO is present and a cease-fire is in effect.
7. “Shooting from the hip” is not permitted. Holstered pistols, and drawing from a holster, is not permitted.
8. Stop shooting immediately upon the “Cease Fire” command, without regard to who called the command. Any shooter or spectator who observes an unsafe condition is authorized to call “Cease Fire,” and all other shooters are obligated to stop firing and step away from their firearm.
9. Eating, smoking and drinking is prohibited. Lead particles are attracted to moist surfaces such as food, cigarette filters and beverage rims. Ingesting lead from any of those sources is dangerous.
10. Airborne lead particles contaminate every surface at the range. Hands should be washed in COLD water and soap to remove particles. (Warm or hot water opens skin pores and allows the lead to penetrate the skin.)
11. Pregnant women and children under the age of 7 should consult a physician before visiting the range. They should be aware of the dangers of lead exposure.
12. Young people under the age of 12 are required to wear EAR MUFFS to protect their hearing. The size and structure of the ear canal in children under 12 is not suited to adult ear plugs, and plugs cannot be safely used.

13. Shooters must remain behind the firing line at all times while shooting is in progress, and may not shoot from any position forward of the firing line. Prone shooting is NOT permitted at our recreational range.

I certify that I am physically able and have not been advised against participation in these types of activities by a health professional. I hereby authorize emergency medical treatment in the event of injury or illness.

I certify that I have read all the provisions of this informed consent and waiver of liability form and fully understand all of the same. If any provisions contained in this informed consent and waiver of liability form are held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this informed consent and waiver of liability agreement form and shall in no way affect, impair or invalidate any other provision herein contained.

**By typing your name below I acknowledge that I understand above rules, agree to abide by them, and represent that:**

- A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent or I am signing on behalf of a minor as their parent or legal guardian; and
- D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

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

Guardian Name if under 18 years old: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone Number: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_