



**MEMBERSHIP AGREEMENT**

***THIS MEMBERSHIP AGREEMENT (the "Agreement") is entered into between Magnum Shooting Center of Colorado Springs, LLC ("Magnum") and the following "Member":***

\_\_\_\_\_  
(Full Legal Name / Entity Name) (Date of Birth)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City) (State) (Zip Code)

(\_\_\_\_\_)\_\_\_\_\_  
(Phone Number) (Email)

\_\_\_\_\_  
(Name of Emergency Contact) (\_\_\_\_\_)\_\_\_\_\_  
(Emergency Contact's Phone Number)

*for the following membership type: (circle one)*

**Individual Couple Family Corporate Executive**

*that includes the following "Additional Member(s)"*

\_\_\_\_\_  
(Full Legal Name) (Date of Birth) (\_\_\_\_\_)\_\_\_\_\_  
(Phone) (Email)

\_\_\_\_\_  
(Full Legal Name) (Date of Birth) (\_\_\_\_\_)\_\_\_\_\_  
(Phone) (Email)

\_\_\_\_\_  
(Full Legal Name) (Date of Birth) (\_\_\_\_\_)\_\_\_\_\_  
(Phone) (Email)

\_\_\_\_\_  
(Full Legal Name) (Date of Birth) (\_\_\_\_\_)\_\_\_\_\_  
(Phone) (Email)

Check this box if there are Additional Members included on a separate page.

***Based on the membership selected, the Member hereby agrees and consents to Magnum automatically withdrawing monthly dues of \$ \_\_\_\_\_ from the Member's credit or debit card the Member has provided Magnum.***

***This Agreement consists of this page and the Terms and Conditions on the reverse side of this page. By signing below, the Member acknowledges and agrees to this Agreement in its entirety including, without limitations the Terms and Conditions.***

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## TERMS & CONDITIONS OF MEMBERSHIP AGREEMENT

**THIS AGREEMENT** is entered into as of the date it was signed by the Member on the first page of this Agreement by and between the parties named thereon (hereinafter referred to individually as a "Party" or collectively as the "Parties").

**WHEREAS**, Member desires to have a membership with Magnum and to benefit from the privileges of such membership, and Magnum is willing to grant Member membership privileges on the terms and conditions contained herein and for the monthly fee listed on the first page of this Agreement;

**WHEREAS**, Member enters into this Agreement on behalf of him or herself and, if applicable, on behalf of each of the Additional Member(s) and each of the Additional Member(s) have given Member the express authority to do so. For the purposes of the below terms and conditions of this Agreement, the term "Member" shall include the Member (as previously defined) and all Additional Member(s);

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Membership Privileges & Term.** Subject to the terms of this Agreement, Member shall be entitled to the membership privileges offered by Magnum for the particular membership Member has selected at the time Member executes this Agreement. The member acknowledges and agrees that its membership rights under this Agreement are limited to the express privileges of membership type Member has selected. To the extent there is a dispute concerning what the membership privileges were for a particular membership on the date the Member executed this Agreement, Magnum's records shall be deemed conclusive. The term of this Agreement shall be for twelve (12) months and shall automatically renew for another twelve (12) months and every year thereafter unless a Party provides written notice to the other Party, at least thirty (30) days in advance of the automatic renewal, that it wishes not to renew this Agreement.
- 2. Membership Dues.** All registration fees and monthly dues are paid in advance and are non-refundable. If Member's membership is terminated or the monthly dues are not made for any reason, and Member later desires to rejoin, Magnum may require the Member to pay another registration fee if Magnum permits the Member to be a member. Members are responsible for updating any credit card, debit card or bank account information changes and Magnum is not responsible for termination of the membership as a result of changes to such information which are not timely communicated to Magnum.
- 3. Assumption of Risk.** Member fully understands, acknowledges, and voluntarily accepts the risks associated with the activities that occur at the Magnum Shooting Center ("Facility") including, without limitation, the shooting of firearms in an indoor range and all other activities related to membership (collectively, "Activities"). Member understands that the Activities are inherently dangerous and that participating in them may result in injuries, illnesses, death, and economic loss. These injuries or outcomes may arise from Member's own or another's actions, inactions, or negligence, or the condition of Facility. Member also understands and agrees that neither Magnum nor the Facility may eliminate the risks associated with the Activities.
- 4. Release.** To the fullest extent of the law, Member unconditionally releases from liability and waives the right to sue Mangum, Magnum Shooting Center, LLC, Magnum Investment Properties, LLC, and Magnum Investment Properties of Colorado Springs, LLC as well as their respective owners, managers, employees, agents, volunteers, guests, and affiliates from any and all claims, damages, losses, injuries, or illness Member may suffer or which may result from Member's participation in the Activities regardless of whether such claims, damages, losses, injuries, or illness are the direct or indirect result of the actions or omissions of Mangum, Magnum Shooting Center, LLC, Magnum Investment Properties, LLC, Magnum Investment Properties of Colorado Springs, LLC or any of their respective owners, managers, employees, agents, volunteers, guests, or affiliates.
- 5. Representations, Warranties & Duties.** Member hereby represents, warrants, and agrees as follows: (a) Member may lawfully possess firearms and ammunition; (b) Member has read and understood the Facilities' current General Range Rules, Firearm and Ammunition Safety Rules, and Range Operating Procedures (collectively, "Policies"); (c) Member agrees to abide by all written, video, or verbal safety rules issued by members of the Facility's staff; (d) Member agrees to be financially responsible for and reimburse the Facility for any shooting that causes damage to the range and/or equipment, and acknowledges that Member's actions at the Facility are being video recorded; (e) Member has no medical, physical, or mental conditions that could compromise Member's safety and the safety of others while participating in the Activities; (f) Member agrees that Magnum may, in its sole discretion, modify its Policies from time to time as it sees fit.
- 6. Right of Revocation & Termination.** If Member fails to strictly adhere to the Facility's then current Policies, all written, video, or verbal safety rules issued by a member of the Facility's staff, or if the Member breaches any term of this Agreement, Magnum may, in its sole discretion, suspend or revoke Member's membership and/or terminate this Agreement. In such case, there will be no refunds issued of any kind to Member. Magnum may also terminate Member's membership or this Agreement for convenience so long as Magnum refunds to Member a *pro rata* portion of Member's monthly dues based on the number of days left in the month in which Magnum takes such action(s).
- 7. Member's Right to Cancel.** Member may cancel its membership by tendering to Magnum a completed Membership Cancellation Form which is available upon request by the Facility's staff and which contains additional material terms incorporated herein by reference. Once Member (a) completes fully the Membership Cancellation Form and (b) tenders the completed form along with all membership cards to Magnum, the Membership shall terminate at the end of the current month. Member's strict compliance with the foregoing (a) and (b) requirements is an absolutely condition precedent to the Member's right to cancel his/her/its membership with Magnum.
- 8. Limitations to Range.** Magnum may, from time to time, close the Facility for special events or maintenance. Magnum will make reasonable efforts to notify Member prior to closing the Facility. The Parties agree that Mangum is not responsible for lost, stolen, or damage to the property of the Member.
- 9. Miscellaneous.** (a) This Agreement contains the entire agreement between the Parties with regard to the matters set forth therein and supersedes any and all prior agreements and understandings, whether written or oral, relating to the subject matter hereof; (b) In the event that a civil action, arbitration, or other legal proceeding is brought by a Party to enforce any part of this Agreement or to determine any rights of any of the Parties hereunder, the prevailing Party in any such proceeding shall be awarded reasonable attorneys' fees, expenses and costs incurred; (c) This Agreement, and all other disputes or issues arising from or relating to this Agreement, shall be governed by the laws of the State of Colorado, irrespective of the choice of law rules of any jurisdiction. At the election of Magnum, the Parties shall arbitrate any disputes arising from or relating to this Agreement in accordance with the applicable American Arbitration Association rules. If Magnums elects not to arbitrate the dispute, the Parties expressly agree to resolve any disputes arising from or relating to this Agreement in the El Paso County District Court of Colorado and, as such, consent to personal jurisdiction, venue, and subject matter jurisdiction before said court; (d) If a court or arbitrator of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, the remainder of the Agreement shall remain fully enforceable. To the extent that any court or arbitrator of competent jurisdiction concludes that any provision of this Agreement is void or voidable, the court shall reform such provision(s) to render the provision(s) enforceable, but only to the extent absolutely necessary to render the provision(s) enforceable; (e) No provision of this Agreement shall be deemed waived, nor shall there be an estoppel against the enforcement of any such provision, except by a writing signed by the Party charged with the waiver or estoppel. No waiver shall be deemed continuing unless specifically stated therein, and the written waiver shall operate only as to the specific term or condition waived, and not for the future or as to any act other than that specifically waived; (f) Headings in this Agreement are for convenience only and shall not control the meaning of this Agreement. Whenever applicable, masculine and neutral pronouns shall equally apply to the feminine genders; the singular shall include the plural and the plural shall include the singular. The recitals to this Agreement are hereby incorporated by reference as if fully set forth herein; (g) The Parties agree that this Agreement need not be executed by Magnum in order to be valid and enforceable. The tendering of this Agreement to the Member constitutes a valid offer and the Member's signature on first page of this Agreement constitutes mirror acceptance of that offer. Copies of this Agreement shall have the same cause and effect as an original, and the Parties expressly waive any right to assert that such copies fail to comply with Rule 1002 and/or Rule 1003 of the Colorado Rules of Evidence, or any equivalent rule of law or evidence of any other jurisdiction; (h) All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their successors in interest. Nothing in this Agreement is intended to confer upon any other person or entity any rights or remedies under or by reason of this Agreement; (i) Each Party has carefully read the foregoing Agreement, knows and understands its contents, and agrees to it freely. The Parties acknowledge and agree that they have been represented and advised by independent counsel of their choice throughout all negotiations which preceded the execution of this Agreement. Accordingly, no provision of this Agreement shall be construed against any Party to this Agreement because that Party, or its counsel, drafted or assisted in the drafting of the provision. This Agreement and all of its terms shall be construed equally as to all Parties hereto; (j) Each signatory to this Agreement hereby represents and warrants that he or she has the authority to enter into this Agreement for his or herself and/or on behalf of the persons/entities for whom he or she is signing; (k) Paragraphs 2-6, and 9 hereof shall survive the termination of this Agreement for any reason.