

# BOYERTOWN ROD & GUN ASSOCIATION, INC.

Physical Location: 295 Sunset Hill Road ~ Mailing Address: PO Box 76 ~ Boyertown, PA 19512  
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## **NON-PROHIBITED PERSON DECLARATION, RELEASE OF IMAGE AND LIKENESS, ASSUMPTION OF RISK AND RELEASE OF LIABILITY, INDEMNITY AND HOLD HARMLESS AGREEMENT AND HEALTH CONDITION DECLARATION IMPORTANT!**

This is a binding legal Agreement. Read it CAREFULLY before signing. By signing this Agreement, you are giving up important legal rights. ALL THREE (3) PAGES OF THIS WAIVER MUST BE RETURNED.

### 1. **Terms:**

- a) **BRGA**, the Boyertown Rod and Gun Association, Inc. and its officers, officials, directors, members, owners, shareholders, employees, agents, attorneys, insurers, and representatives.
- b) **Claims**, any legal claims, lawsuits, causes of action, damages, expenses, injuries or costs. This includes, but is not limited to, claims for intentional acts, negligence, nuisance, noise, or any other legal claim that is cognizable in a state or federal court of law, regardless of whether related to my membership in or use of the property of BRGA.
- c) **Limitations**: physical, mental, emotional or other limitations, disabilities, illnesses, injuries or conditions.

### 2. **Agreement to Follow All Safety Rules and Directions:** In consideration for membership in the Boyertown Rod and Gun Association, Inc. (hereinafter "**BRGA**"), participate in its activities and functions and use its ranges and facilities, I, \_\_\_\_\_ (New Member) hereby agree to follow and obey all written safety rules, range procedures and directions. I understand my participation as a member of **BRGA** may be terminated at any time in accord with Bylaws of the Association, if I violate any safety rule, procedure or direction, in which case, any fees paid may not be refunded to me. I further agree that if I will **IMMEDIATELY** notify an officer, director or other authorized representative of **BRGA** when I observe any safety violation by anyone (member, non-participant, observer, or other person), or any unsafe condition of any kind.

### 3. **Non-Prohibited Person Declaration:** I understand that a person who is considered to be a "prohibited person" according to Pennsylvania Statute 18 Pa.C.S. §6105 may not possess, use, control, sell, transfer or manufacture or obtain a license to possess, use, control, sell, transfer or manufacture a firearm in this Commonwealth. By signing this Agreement, **I am declaring that I am NOT a prohibited person.** Specifically, I hereby state and affirm that:

- a) I am over eighteen (18) years of age, or if under 18, my parent(s) or guardian(s) signing this form are over eighteen (18) years of age.
- b) I am not currently under indictment or information in any court of a crime that could be punished by more than one (1) year in jail.
- c) I have never been convicted in any court of a crime that could have been punished by more than one (1) year in jail, regardless of the actual sentence imposed.
- d) I am not a fugitive from justice.
- e) I am not an unlawful user of, or addicted to, marijuana or any depressant, stimulant, narcotic drug, or any other controlled substance.
- f) I have never been adjudicated mentally defective or committed to a mental institution.
- g) I have never been dishonorably discharged from the Armed Forces.
- h) I am not subject to a court order restraining me from harassing, stalking, or threatening my child or an intimate partner or child of such a partner.
- i) I have never been convicted in any court of a misdemeanor crime of domestic violence.
- j) I have never renounced my United States citizenship.
- k) I am not an alien illegally in the United States.

### **I Have No Unlawful, Illegal, Wrongful Or Otherwise Deceitful Intentions In Executing This Agreement Or In Participating In Activities At BRGA**

### 4. **Release of My Image and Likeness:** I understand that I have a right to control the commercial use of my identity. Furthermore, I may be able to sue anyone who uses my identity in advertising the sale of any goods or services, also known as using it for "the purposes of trade" under the Pennsylvania Right of Publicity statute. I may also have other legal remedies against the publisher of my image. However, I also understand that **BRGA** is a nonprofit association which may, from time to time, take pictures or videos of club events and activities. During these events and activities, I understand that I may be photographed, recorded or videoed by an authorized representative of **BRGA** for the sole purpose of memorializing such events and promoting the purposes and objectives of **BRGA**. Under these circumstances, I agree that my image or likeness may be used in a tasteful manner so as to not harm my character or tarnish my reputation. In the event BRGA intends to use my image or likeness for "purposes of trade", BRGA agrees to acquire my written approval to use my likeness or image.

### 5. **Assumption of Risk and Release from Liability:** I understand that the use of **BRGA's** ranges and property and participation in its sponsored activities involve very serious risks, including the risk of death, serious physical injury and property damage. I understand it is impossible to foresee all potential risks. However, I am aware that such risks may include, but are not limited to, the risk that I may be injured by: shooting myself or being shot by someone else; being injured by ricocheting bullets or fragments, splatter or splashback from targets, target frames or the range backstop; risk of firearms or ammunition exploding or bursting; risk of falling, slipping, tripping or stumbling anywhere on **BRGA's** property; risk of my suffering serious eye injury or blindness, hearing loss or deafness, brain damage, lead poisoning, broken bones, paralysis, sprains, strains, and other injuries resulting from use of **BRGA's** property and the associated activities; risks of emotional and psychological injury; and other risks too varied and numerous to specify. **By willingly, knowingly and voluntarily signing this Waiver and becoming a Member of BRGA, I hereby agree to ASSUME ALL RISKS involved, including EVEN THOSE, WHICH MAY BE CAUSED BY THE NEGLIGENCE OR CLAIMED NEGLIGENCE OF BRGA. I further agree to RELEASE BRGA from LIABILITY for any and all CLAIMS, which may result from, or are in any way related to, BRGA or its respective property even if such claims are caused by the NEGLIGENCE or CLAIMED NEGLIGENCE of BRGA, or my use of the BRGA's property, including for noise and nuisance claims.**

### 6. **Indemnity and Hold Harmless Agreement:** I understand that I am responsible for my behavior and actions while using **BRGA's** facilities and participating in its activities or events. I understand that it is the intention of **BRGA** to provide a friendly, safe and educational atmosphere for the enjoyment of its members and future members. Therefore, I further agree to **INDEMNIFY and DEFEND BRGA as well as hold BRGA harmless** from any **claims** – whether brought by or on behalf of me, or brought by another – as a result of **my** actual or claimed negligence or other improper conduct.

### 7. **Health Condition Declaration:** I understand that BRGA seeks to provide a safe environment for the enjoyment of all members and does not discriminate in any way with regard to a member's physical or mental limitations. I also understand that I must be in good physical and mental health to properly observe the rules and requirements of membership in BRGA and participate safely in its activities and events. Accordingly, I hereby confirm that **I AM IN GOOD HEALTH**, and do not have any health issues or limitations that would or might make it unsafe for me to become a Member of **BRGA** or use the property. I agree to exercise good judgment with regard to my abilities and activities while a member of BRGA. Should I develop any physical or mental limitations which would make it unsafe or dangerous for me to participate in any activities or events of BRGA, I agree to inform **BRGA** of any such limitations or concerns and will not participate in such activities unless and until permitted to do so by the Board.

**General Conditions:**

1. To the extent that any provision of this Agreement is held to conflict with or be unenforceable under applicable law, I agree that this Agreement shall be modified by the Court to the least extent possible to render it enforceable, and shall be enforced as so modified.
2. I declare that this Agreement accurately represents the total agreement and understanding between me and **BRGA** with regard to these subjects. No other promises, representations, terms, conditions, agreements or courses of dealing exist regarding these subjects, and, if any did, this Agreement supersedes them.
3. I understand that this Agreement may not be amended or changed except in writing and signed by three (3) Members of the **BRGA** Board of Directors.
4. I agree that my membership in **BRGA** is purely voluntary. I have not been compelled to join BRGA in any way. I also understand that, unless I agree to the specific terms of this Agreement, BRGA may refuse to offer me membership.
5. I understand that this Agreement shall remain in force indefinitely.

**THEREFORE**, I hereby acknowledge and agree by my signature below that I have read and understood this Agreement in its entirety, and that by signing it, I agree to be bound by these terms and also agree that these terms shall bind my estate, heirs, successors and assigns to its terms and provisions. **Make Sure You Sign, Print And Date All Items Listed**

Applicant	Witness
Signature:	Signature:
Print Name:	Print Name:
Driver's License # (Optional):	BRGA Member #:
Date:	Date:

**IF POTENTIAL MEMBER**, is less than 18 years of age, each parent or guardian must sign below. By signing below, you are agreeing to the foregoing and hereby release and hold BRGA harmless for any CLAIMS on behalf of yourself and/or the Applicant, as if you are Applicant.

Father or Guardian:	Witness:
Signature:	Signature:
Print Name:	Print Name:
Driver's License # (Optional):	BRGA Member #:
Date:	Date:
Mother or Guardian:	Comments:
Signature:	
Print Name:	
Driver's License # (Optional):	
Date:	