



# CLUB MEMBERSHIP APPLICATION



### General Information:

Name: \_\_\_\_\_ SSN: \_\_\_\_\_ DOB: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Place of Employment (optional): \_\_\_\_\_ Title (optional): \_\_\_\_\_

Driver License #: \_\_\_\_\_ State: \_\_\_\_\_ Expires: \_\_\_\_\_

Concealed Weapons Permit #: \_\_\_\_\_ Expires: \_\_\_\_\_

Please list experience with firearms: \_\_\_\_\_

How Did You Hear About Us: (advertising, website, internet search, referral, other)

Mail All Correspondence To: (Please Check One) HOME \_\_\_\_\_ EMAIL \_\_\_\_\_

### Emergency Contact:

Name: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: \_\_\_\_\_

### BACKGROUND CHECK CONSENT STATEMENT

I understand that the Lock & Load Miami, LLC (hereinafter referred to as "Lock & Load") offer of Club Membership is contingent upon the receipt and evaluation of a background check report. I am providing Lock & Load Miami, LLC with my social security number and date of birth to permit a background check to occur. Failure to provide consent, or the required information, will result in the withdrawal of my application for Club Membership. If my application for Club Membership is accepted, Lock & Load Miami, LLC may request such additional reports or information about me for member related purposes during the course of my Club Membership. I understand that if my application for Club Membership is accepted, my consent below, will apply throughout my Club Membership to the extent permitted by law. I further understand that my continued Club Membership is contingent on a satisfactory background check report, and I consent to such background checks on an annual basis.

I have carefully read and understand that this Background Check Consent Statement and, by my signature below, consent to the release of (among other information) criminal history and sex offender registry reports to Lock & Load Miami, LLC within the terms of this Statement. This Background Check Consent Statement in original, faxed, photocopied, or electronic form will be valid for any such reports that Lock & Load Miami, LLC may request.

\_\_\_\_\_  
Print Name Signature Date

Office Use Only: Member # \_\_\_\_\_



# LOCK & LOAD MIAMI

## Annual Club Membership Benefits & Fees 2016-2017



### Annual Club Membership Pricing:

Platinum: \$750.00 per year with no lane use fees

Gold: \$500.00 per year with \$10 lane use fees

### Club Membership Amenities:

- Unlimited use of Club Members-only firing range; no time limits
- Use of reactive steel targets (pistol ammunition only)
- Complimentary paper targets
- Complimentary eye and ear protection
- Available ammunition for purchase to be used at the range; Lock & Load Miami uses eco-friendly frangible, lead-free ammunition (Members cannot bring outside ammunition)
- Tactical Shooting Requests (i.e. Class 3 Holders, holster shooting, rapid fire, A.O.W.) allowed but Club Member will be required to show competency to our Range Safety Officers and subject to their approval
- 25% off Machine Gun Experience for you and your guests (Club Member must be present)
- Club Members will have access to VIP room during Machine Gun Experience (subject to availability)
- Guests allowed: \$15 per guest; guests must share a lane with Member
- Firearm Rentals available: \$20-\$25 each depending on the firearm
- Access to specialized training classes and events
  - One-on-one training sessions available with our Firearms Specialists

### Additional Information:

- Discounted group and corporate membership rates available (minimum 8 people)
- Spouse annual Club Memberships will receive 25% discount
- Ammunition that we carry:
  - Pistol: 380 ACP, 9mm, 38SPL, 40S&W, 45ACP
  - Rifle: .22, .223, 7.62x39, 308 Win

### Frangible Ammunition Pricing for Members:

#### PISTOL (50 Rounds)

9mm: \$18.00  
 380 ACP: \$37.50  
 38 Special: \$37.50  
 40S&W: \$20.50  
 45ACP: \$26.50

#### RIFLE (50 Rounds)

.22: \$15.00  
 223 Remington: \$32.00  
 7.62x39: \$55.00  
 308 Win (25 rounds): \$30.00  
 00 Buck (25 rounds): \$37.50

\*Ammunition availability and pricing subject to change

**LOCK & LOAD MIAMI, LLC**  
**Club Membership Agreement – Terms & Conditions**

Club Membership Start Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

This application is for Club Membership in, and thereby to enjoy, the privileges of the use of the firearm's range operated by Lock & Load Miami, LLC in Miami, Florida (hereinafter collectively referred to as "the Range"). This application will not be acted upon unless fully completed, executed and accompanied by a credit card, EFT (electronic fund transfer) or check for payment of the required annual dues and initiation fee. All accepted members are required to attend a Club Membership Orientation before use of the Range.

This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. However, nothing herein contained shall be construed as a restriction or limitation of any party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

Lock & Load shall have the absolute right to designate, from time to time, persons who are eligible for Club Membership and who shall have the right to use any and all of the facilities of the Range, upon such terms and conditions as determined from time to time by Lock & Load . Lock & Load will not discriminate against any Applicant for any reason prohibited by law, and further agrees not to discriminate against any person relative to admission, services, or privileges offered to or enjoyed by the general public for any reason prohibited by law

A. The Applicant recognizes, acknowledges, and expressly assumes any and all risks associated with his/her presence and/or the presence of his/her family or guests on the Range property or facilities, including, but not limited to, the shooting range, parking lots and any and all risks associated with the rental or any other use of the Range property, including, but not limited to, appliances and firearms (hereinafter collectively referred to as "the Facilities"). The Applicant recognizes that others in the Facility have varying degrees of safety and firearms training and experience (specifically including without limitation, the loading, unloading, carrying and discharging of firearms) and that some individuals have no training or experience at all. The Applicant expressly acknowledges that participation in sports, firearm/tactical training and/or recreational activities or presence on property intended for sports, firearm/tactical training and/or recreational activities may subject the Applicant and/or his/her family or guests to hazardous and/or dangerous conditions such as damages, losses, or injuries, including partial or total disability, paralysis, and death that the Applicant and/or his/her family or guests may incur as a result of, among other things, being struck by any foreign objects (including ammunition of any kind, firearms, target systems, and the like) and the negligent operation of firearms by selves or others, as well as lightning or other weather conditions.

B. The Applicant (on behalf of himself/herself and on behalf of his/her family and guests, as applicable) hereby expressly assumes the risk of personal injury, including partial or total disability, paralysis, and death, and the loss of and/or damage to personal property and releases and agrees to release, waive, covenant not to sue and discharge Lock & Load Miami, LLC and its parents, subsidiaries, affiliates, successors, agents, members of Lock & Load Miami, LLC, partners, shareholders, officers, managers, directors, landlords, representatives, employees, instructors, insurers, sponsors, advertisers, attorneys, other invitees of the Range, successors and assigns, including without limitation any and all individuals, paid or unpaid, serving with permission of Lock & Load as "firearm(s) instructor", "range officer", "range supervisor", and other individuals attempting on behalf of Lock & Load, to enforce, regulate, or control use of the Facilities and/or compliance with the rules and regulations governing Club Membership or other use of the Facilities, as they may be amended from time to time by Lock & Load and whether published to me, or posted in the Facilities (the "Range Rules"), and their assignees (hereinafter collectively referred as "Releasees") from and against any and all losses, costs and/or liabilities for claims, demands, suits or causes of action in law or in equity for damages and injury, including partial or total disability, paralysis, and death, of every kind and nature, whether to persons or property, arising out of or in any manner related to (i) the Applicant's (or his/her family's or guests,) presence at the Facility and/or participation in sports, firearm/tactical training and/or recreational activities at the Facility, (ii) the Applicant's (or his/her family's or guests') rental or use of the Facility, (iii) Applicant's (or his/her family's or guests') use of the Facility services, including but not limited to, firearm repair, firearm instruction, and/or (iv) the presence of the Applicant's (or his/her family's or guests') personal property at the Facility, whether caused in whole or in part by the negligence (by act or omission) of the Releasees or otherwise, including without limitation, latent defects, the condition of the Facility, the failure to properly enforce or enact Range Rules and Regulations, or properly investigate the background or training, or incident to Club Membership in the Range and/or use of the Range Facilities, of any or all of the Releasees, members, or others using the Premises or Property. This waiver, release, covenant not to sue and discharge is intended to, and does, bind me, together with all of my assignees, heirs, trustees, personal representatives, administrators, attorneys in fact, and any other presuming to act for, or through, Applicant.

C. Applicant agrees to indemnify and hold harmless and defend with counsel selected by Lock & Load, the Releasees from any and all fault, liability, costs, expenses, claims, demands, or lawsuits arising out of, related to, or in any way connected with Applicant's (including his/her family's or guest's) negligence, gross negligence, or willful misconduct (by act or omission) or in any way related to Applicant's (including his/her family's or guest's) use and/or presence at or in the Facility, including without limitation, the discharge of ammunition or firearms, whether intended, unintended, safely, negligently, grossly negligently, or willfully.

D. The Applicant further agrees to be responsible for all damage and/or injury, including, partial or total disability, paralysis, and death to, or loss of property of, the Facility, the Facility's members or guests, caused by the Applicant, the Applicant's family or guest, and/or the presence of the Applicant's (or his/her family's or guests') personal property at the Facility.

E. The Applicant acknowledges and agrees that Lock & Load and Releasees will not be responsible for lost, damaged or stolen personal property located on or about the Facility.

F. The Applicant further acknowledges and agrees to be responsible for all charges incurred that shall be due and payable no later than ten (10) days from the date of the monthly statement. All costs and expenses incurred by Lock & Load in the collection of any amounts not paid when due, including, but not limited to court cost and attorney's fees, whether at the trial level or an appeal, shall be charged to applicant, and shall be due and payable upon demand.

G. The Applicant hereby acknowledges that he/she is acquiring a Club Membership for the sole purpose of obtaining recreational and/or social use of the Range's Facilities, and not inter alia, as an investment, for any economic profit, or for the purpose of obtaining any equity or other ownership interest in Lock & Load Miami, LLC. Applicant acknowledges that Club Memberships are non-transferable and that except as herein expressly provided otherwise, the initiation fee as may be paid hereunder is nonrefundable. The Applicant acknowledges that Club Membership is a revocable license subject to permitted renewal and termination at the sole and absolute discretion of Lock & Load. Club Membership is not an investment in the Range or Lock & Load Miami, LLC, nor does it provide an equity ownership interest in the Range or the Range's facilities.

H. The Applicant acknowledges that use of the Range's facilities may be restricted or closed from time to time (at owner's sole discretion) for construction, training events, private events or events outside the control of Lock & Load. However, if the Range's Facilities is closed for a period in excess of fourteen (14) consecutive days, current members shall be provided a pro rata credit for those days in excess of the (14) consecutive days. Lock & Load reserves the right to change the hours of operation or close due to inclement weather. Changes will be posted on the website. Applicant is responsible for confirming dates and times of operation.

I. Lock & Load shall have the absolute right to inspect member firearms, carrycases and ammunition at any time.

J. The Applicant accepts the invitation to join Lock & Load Miami, LLC and agrees to be governed by the Conditions of Club Membership as may be amended from time to time at the sole discretion of Lock & Load. The Applicant has been furnished with a copy of the Range's Conditions of Club Membership and by their signature below further understands that they will assume all liabilities for dues and charges incurred by them, their family and guests. In order to preserve the safety of its users, Lock & Load reserves the right at all times to refuse admission to or to cause to be removed from the Facility any disorderly or undesirable person, including the Applicant (or his/her family or guest), as determined by Lock & Load in its sole discretion, and in the event of the exercise of such authority, the Applicant hereby waives any and all claims for damages against Lock & Load and the Releasees on account thereof.

K. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE USE OF THE FACILITY, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

L. In the event of a dispute regarding the terms and conditions of the Club Membership Agreement, the Range may only be held liable for actual damages not to exceed the annual cost of the Applicant's Club Membership. The Applicant expressly waives and agrees that Lock & Load and Releasees have no liability for consequential, incidental, punitive and/or exemplary damages.

M. The invalidity or unenforceability of any particular provision or term of this Agreement shall not affect the other provisions or terms hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or term were omitted.

N. This Agreement is executed in Miami-Dade County, Florida and is governed by the laws of the State of Florida. In the event of any controversy or litigation, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its principles of conflicts of laws. Any action arising out of or in connection with this Agreement or the conduct, acts or activities of the parties hereunder shall be brought in the federal or state courts located in Miami-Dade County, Florida and the

parties hereby consent and submit to the exclusive jurisdiction of those courts and consent to venue in those courts for any such actions or proceedings.

O. The Applicant authorizes and agrees to permit Lock & Load to use photographs, videos and/or other media which may contain the image and/or likeness of Applicant and his/her family or guests for advertising, marketing, public relations, or internal communications purposes.

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**Print Name** **Signature** **Date**

The above named applicant hereby applies for Lock & Load Miami, LLC at 2545 N. Miami Ave. Miami, FL 33127.

1. I have not been convicted in any court of a crime punishable by imprisonment for a term exceeding one year. (Note: You cannot truthfully 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, anti-depressants, stimulants, narcotic drugs nor any other controlled substances.
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. I understand that anyone who cannot truthfully make the certification as set out in subparagraphs 2 through 8 is prohibited by law from possessing a firearm, except as otherwise provided by federal law.
11. I understand that any false certification to, or false information given, on the Annual Range Club Membership application, will result in immediate termination, without refund.
12. I have read and agree to abide by Lock & Load Miami, LLC's Safety Rules, and I further agree to abide by any modification to said rules as may be adopted by Lock & Load Miami, LLC from time to time and posted at Lock & Load Miami Applicant agrees to pay Lock & Load Miami, LLC upon execution of the application non-refundable fees for range use. It is understood that Lock & Load Miami, LLC Annual Club Membership range time is in unlimited one hour increments, during "open range hours", on a first come, first serve basis. It is also understood that, as provided in subparagraph L above, 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 Club Membership issued under this application will entitle Lock & Load Miami, LLC to revoke said Annual Club Membership, or range time, without further liability of Lock & Load Miami, LLC to the Club Membership holder. This application, when accepted by Lock & Load Miami, LLC 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.**

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**Print Name** **Signature** **Date**

## **RANGE RULES**

ALWAYS TREAT EVERY FIREARM AS IF IT IS LOADED  
NEVER POINT A FIREARM AT ANYTHING YOU DO NOT INTEND TO SHOOT  
KEEP YOUR FINGER OFF THE TRIGGER AND OUTSIDE THE TRIGGER GUARD UNTIL READY TO FIRE  
KEEP MUZZLES OF ALL UNHOLSTERED AND/OR UNCASSED FIREARMS POINTED AT THE BACKSTOP AT ALL TIMES

1. All Federal, State, and Local firearms laws must be obeyed.
2. Minimum age to shoot at the Range is 10 years old. Persons under 18 years old must be accompanied by an adult.
3. Pregnant women are not allowed in the Range.
4. Firearms brought into the building must be unloaded and cased. This includes concealed weapons.
5. The use of drugs or alcohol prior to, or while at the Range, will result in immediate removal from the Range.
6. No food, drinks, gum, or tobacco is permitted inside the shooting lanes.
7. Eye and ear protection is mandatory before entering the Range and must be worn at all times.
8. Open one door at a time when entering or leaving the Range.
9. All firearms must be cased and uncased on the shooting tray only. No firearms outside of cases outside of the shooting stall.
10. When switching lanes, you must unload and case your firearm.
11. Guests of Members must share a lane with the Member.
12. Fire from within the booth only.
13. Range Officers are permitted to bar anyone from the Range for handling a gun in an unsafe manner.
14. If you observe an unsafe condition, report it to a Range Officer immediately.
15. Do not bring any loaded or jammed firearms off the range for any reason. If there is a problem, lay the firearm on the shooting tray and notify a Lock & Load employee.
16. Only ammunition sold by Lock & Load Miami will be allowed in the Range. Memberships will be revoked for anyone using outside ammunition.
17. Brass must be left on the range.
18. Cross firing of targets is prohibited. All firing should be aimed fire.
19. Owners of Class III firearms must be in possession of any special permits or paperwork required by law.
20. No one other than range personnel may go forward of the firing line.
21. Only approved paper targets may be used.
22. Use the appropriate size target, placed at eye level, to ensure that your shots strike the backstop and not the floor, ceiling or target holder. Firing a shot on the range that results in the bullet striking anything other than the target and/or backstop resulting in damage may result in a repair fine and/or your removal from the range.
23. When you are completely finished shooting and wish to leave, all of your firearms must be unloaded and securely encased before leaving the shooting position.

**Failure to abide by all of these rules while on the range may result in you and/or your party being dismissed from the range or cancellation of Club Membership.**

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Print Name

Signature

Date