



DISCLAIMER & LIMITATION OF LIABILITY NOTICE

RTSP Holdings, LLC and its subsidiaries (herein referred to as RTSP) have taken every effort to keep its facilities as safe, secure and clean/sanitized as possible. Due to the nature of being a public facility, RTSP takes no responsibility for, and will not be liable for, any potential exposure to infectious diseases beyond its control or for any loss, damage or death suffered as a result of the use or access to its facilities.

Anyone entering these premises or using any of RTSP's facilities does so entirely at their own risk. To the extent not prohibited by law, in no circumstance shall RTSP be liable to you or any other third parties for any loss or damage (including, without limitation, personal health) arising directly or indirectly from your use or inability to use, RTSP facilities. All those who enter freely agree to indemnify and hold harmless RTSP, the owners of the properties, Management and its employees.

RANGE SAFETY RULES

1. No one is allowed on the range under the influence of alcohol or any other controlled substance.
2. No loaded firearms are to enter or exit the building. All magazines and speed loaders must be unloaded. Loaded firearms at firing line only. No firearms are permitted in the store area without being in a locked container.
3. Firearms may be inspected at the check-in counter at the request of RTSP's staff. Any firearms or ammunition found to be unsafe or unserviceable will not be allowed onto the range.
4. All handguns, rifles and shotguns are subject to approval.
5. Two shooters are allowed per lane. No spectators allowed in the shooting bay. All persons entering the range will be charged accordingly.
6. Eye and ear protection must be worn at ALL TIMES on the range.
7. Unauthorized targets are not permitted on the range. Minimum size for targets is 24" x 21". Shooting at anything other than your own target is strictly prohibited.
8. No head shots for inexperienced shooters. Shots must be a minimum of 15" below the target hangers.
9. Wearing or drawing from a holster is only permitted for law enforcement, military and RTSP approved civilians who have passed an efficiency test with an RTSP representative/Range Officer.
10. The muzzle of all firearms must be kept pointed downrange at all times. If leaving

the range temporarily, leave all firearms on the firing line unloaded with the action open and the muzzle pointing downrange. The following gun handling rules must be obeyed at all times:

- A. Always keep your gun pointed down range**
- B. Always keep your finger off the trigger until ready to fire**
- C. Always keep action open and firearm unloaded until ready to shoot**
- D. Identify your target and what is behind the target**
- E. Be sure gun is safe to operate**
- F. Know how to use the gun safely**
- G. Use only correct ammunition for your specific gun**
- H. Unload, open the action, remove the magazine and bench all firearms during a cease-fire**

11. All firearms **must arrive and leave** the range in a case. No uncased firearms may leave the shooting booth area.

12. If a misfire or other malfunction occurs, keep the firearm pointed downrange and signal the range staff. Place the firearm on the bench pointed downrange, and obtain assistance. **DO NOT** leave the firing line with a loaded or jammed firearm.

13. All ammunition is subject to inspection and approval. Allowable calibers are: Handguns, .22 rimfire through .50 caliber. Rifles that are chambered for handgun ammunition or .223 through .308 caliber. **NO PISTOLS THAT ARE CHAMBERED FOR RIFLE CARTRIDGES. ABSOLUTELY NO STEEL CORE AMMUNITION IS ALLOWED. ABSOLUTELY NO TRACER AMMUNITION IS ALLOWED!!** Shotguns: **SLUG AND BUCKSHOT ONLY.** Shotguns are to be fired from the shoulder only. **NO STEEL SHOT IS ALLOWED. AUTOMATIC SHOTGUNS WITH PISTOL GRIPS ARE NOT ALLOWED.**

14. RTSP and its staff shall not be held liable for any damages incurred from use of ammunition. Customer will resolve any issues with the manufacturer of the product.

15. No fast or rapid firing allowed. Allow at least 3 seconds between shots. Any hazardous behavior **WILL RESULT IN IMMEDIATE DISMISSAL FROM THE PREMESIS.**

16. Comply with all instructions from the range staff.

17. Report any unsafe conduct to the range staff immediately.

18. Any brass being removed from the range must be marked. Please notify the cashier during check-in.

19. Any violation of range safety rules will result in IMMEDIATE REPRIMAND and possible DISMISSAL from the range.

20. **Only ammunition purchased at RTSP will be allowed for rental firearms.**

21. **THERE WILL BE NO REFUNDS OF ANY KIND FOR PARTIES EXPELLED FROM THE RANGE FOR SAFETY VIOLATIONS.**

I HAVE READ THE ABOVE RANGE SAFETY RULES AND UNDERSTAND THE RANGE SAFETY RULES OF RTSP'S RANGE. I WILL FULLY COMPLY WITH ALL OF

THE ABOVE RANGE SAFETY RULES. RTSP'S RANGE SAFETY RULES ARE SUBJECT TO CHANGE.

ADULT RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

The terms and conditions of this agreement applies to all shooting ranges owned and operated by RTSP Holdings, LLC (hereinafter "RTSP" or "the Company").

In consideration of being allowed to enter or use the facilities, including but not limited to the shooting ranges (all of which are hereinafter referred to as the "Facilities") and participate in the activities of RTSP, LLC located at RBC III – 961 State Highway 10 East, Randolph, NJ and RTSP Union, LLC located at 2438-B Route 22 East, Union, NJ 07083, I hereby agree to each of the following terms and conditions of this Agreement, and I have initialed each as having been read and understood by me:

1. I have read the RTSP Range Rules and I understand these Range Rules may be amended from time to time and that I am responsible for reviewing the posted Range Rules when I use the RTSP Facilities. I verify that, before using the Facilities, I either have watched or will watch the RTSP safety presentation. I agree to obey and comply with the Range Rules, general policies and rules of operation and administration of RTSP.

2. I am familiar with and understand the operation of each firearm (rifle, handgun, or long gun) which I will use at RTSP. The word "operation" includes the safe handling, loading and unloading procedures, and safety mechanisms and features of each firearm.

3. I understand that RTSP suggests the use of newly manufactured commercial ammunition at all times on RTSP ranges. I accept full and complete responsibility for the inherent risks resulting from my and anyone else's use of reloads or handloads, including all responsibility for personal injuries to myself and anyone else. I also agree to thoroughly check to be sure I am using the correct ammunition at all times.

4. I agree that prior to participating in or observing any shooting activities, I will inspect the Facilities, firearms and ammunition to be used and, if I believe anything to be unsafe for any reason, I will so advise a Range Officer and will leave the unsafe portion of the Facilities immediately.

5. I acknowledge and fully understand that I and all others engaged in shooting, coaching, observing or training with firearms at RTSP will be engaged in activities that involve inherent risks of serious personal injury including disability or death and severe social and economic losses which might result from my actions or inactions or the actions or inactions of others; such risks include but are not limited to:

- (a) my failure to abide by firearms safety rules or to properly handle or use firearms or ammunition;**
- (b) the failure of others to abide by firearms safety rules or to properly handle or use firearms or ammunition;**
- (c) the characteristics, including the design, manufacturing or other defects, of any firearm or ammunition being used by myself or others at RTSP;**
- (d) the characteristics, including the design, construction, and maintenance, of RTSP's Facilities including, but not limited to, the multiple firing point ranges; and**
- (e) the inability of RTSP personnel (including Range Officers) to, at all times, monitor or supervise RTSP members, their guests, hourly fee users and others using the Company Facilities including said ranges.**

6. I recognize that I may be expelled from the Facilities for violation of the Range Rules or for behavior deemed unsafe by RTSP personnel. Decisions regarding expulsion are final.

7. I accept full responsibility for any damage or destruction I cause to RTSP property, whether accidental, negligent, willful or otherwise. RTSP property includes, but is not limited to, the Facility, range equipment, target frames, target supports or mechanisms, firearms, signs, and all equipment, electrical and otherwise. RTSP reserves the right to recover from me a reasonable charge for any such damage and is entitled to recover its costs, including reasonable attorneys' fees, incurred in bringing any claim for such damage.

8. On behalf of myself, my heirs, executors, administrators and assigns, I hereby assume all risk of personal injury, disability or death. The word "damages" includes, but is not limited to, the incurring of physical and emotional injury of any kind, loss of physical function, ability or capacity, medical expenses, lost wages or income, loss of consortium and any other compensatory damage.

9. On behalf of myself, my heirs, executors, administrators and assigns, I hereby waive, release and discharge RTSP Holdings, LLC and its subsidiaries as well as R.I.C. Associates and BMT Holdings (Landlords of RTSP, LLC and RTSP Union, LLC) and each of their officers, directors, owners (members), managers, employees, agents, successors and assigns ("Released Parties") from any and all claims, demands, actions or lawsuits seeking damages on account of any personal injury, disability or death occurring to myself or anyone else, caused in whole or in part or alleged to be so caused by the negligence of any of the Released Parties or caused by anyone else.

10. On behalf of myself, my heirs, executors, administrators and assigns, I hereby agree to indemnify and defend the Released Parties from any and all claims, demands, actions or lawsuits for any personal injury, disability or death

occurring to myself or any other person which result entirely or in part from the actions, failure to act, or negligence of myself, my guests or minors for whom I am responsible.

11. I agree that this Adult Release, Assumption of Risk and Indemnity Agreement shall be interpreted according to New Jersey law and that any dispute shall be resolved exclusively in the federal or state courts located in the State of New Jersey.

12. Membership at the RTSP Facilities will be available to persons who are legally able to possess a firearm and are over the age of 18. RTSP Members must be in compliance at all times with all federal, state and local laws and regulations concerning ownership and handling of firearms. Membership will be granted, and may be revoked, at the sole discretion of the Company.

13. I certify as follows: (1) I am not currently and have never been the subject of a criminal or any other proceeding that prevents me from legally owning, handling or possessing firearms under New Jersey 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.

14. I am NOT an unlawful user of, or addicted to, marijuana or any depressant, stimulant, or narcotic drug or any other controlled substance.

15. In the event I bring a minor to RTSP, the attached Guardian's Release, Assumption of Risk and Indemnity Agreement has been signed by the minor's legal guardian and I confirm the minor is over the age of 8.

16. I recognize the safety of everyone at RTSP is my responsibility and I agree not to cause harm to myself or others at RTSP.

17. I recognize that if I do anything while using the Facilities (including in any of the parking areas of the Facility) to in any way intentionally cause personal injury (including death) to myself or that may intentionally or negligently cause personal injury (including death) to any third party or any property owned by any third party (including RTSP), the Company shall have the right to bring a claim against me and/or my heirs, executors, administrators and assigns to recover damage caused both to any property of RTSP and to the business of RTSP as a result of such acts.

I hereby verify and confirm that I, the actual signer of this Agreement, am an adult over the age of 18 years, that I have read and initialed each of the above terms and conditions, that I understand everything set forth above and that I have knowingly given up substantial legal rights by signing below, which I do voluntarily.

