



WILSHIRE GUN

Wilshire Gun Liability Release Form **To be completed by all persons entering any Wilshire Gun Range**

Name (exactly as appears on ID) _____

Address: _____ City: _____ State: ____ Zip: _____


ID Type/Number _____ Issuing State _____ Exp Date _____


Date of Birth _____ Email _____

(If under the age of 21, you must be accompanied by a parent or legal guardian; waiver required of all parties)


Phone: (____) _____ May we text Wilshire Gun specials to you? No Yes


Please circle your answer to each of the following questions:


 Is this your first time shooting a handgun/rifle/shotgun? No Yes


 Are you under 21 years of age? If yes, must be accompanied by a parent or legal guardian. No Yes


 Are you a fugitive from justice? No Yes

 Are you an unlawful user of, or addicted to, marijuana or any depressant, stimulant or narcotic drug or any other controlled substance? No Yes

 Have you been convicted in any court of a crime punishable by imprisonment for a term exceeding one year, even if you were given a shorter sentence? No Yes

 Have you been adjudicated as mentally defective or have you ever been committed to a mental institution? No Yes

 Have you been convicted in any court of a misdemeanor crime of domestic violence? No Yes

 Are you subject to a court order restraining you from harassing, stalking or threatening an intimate partner or child of such partner? No Yes

CONTINUED ON THE NEXT PAGE.....

WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of the undersigned being permitted to engage in any activity, recreational or otherwise, on any property, including without limitation any building, structure, parking areas, sidewalks and land, leased, occupied, used or accessed by Wilshire Gun, LLC, Wilshire Shooting Sports, LLC, d/b/a The Range Café and d/b/a Wilshire Gun, Cold Hand Arms, LLC or Oklahoma Machine Guns, LLC, and each of their successors and assigns and owned by Wilshire Alliance, LLC or any of its successors and assigns, including without limitation the property located at 521 and 615 W. Wilshire Blvd., Oklahoma City, Oklahoma 73116, (collectively the "Premises"), the undersigned and the undersigned's heirs, family members, guests, executors, administrators, personal representatives, successors and assigns (collectively the "Undersigned") hereby understands, acknowledges and agrees to the following:

1. The Undersigned is fully aware of the risks and hazards inherent, whether known or unknown, in entering upon and taking part in any activity on the Premises and voluntarily enters and takes part in any activity on the Premises with the knowledge and appreciation of the dangers involved; further, the Undersigned expressly assumes the risk of entering on the Premises and taking part in any activity, recreational or otherwise, on the Premises, including without limitation: archery; handgun, machine gun, rifle and shotgun shooting; firing live ammunition; observing individuals discharging firearms or other types of weapons; eating food or drinking beverages, including any type of alcoholic beverage; parking; and any other use of or activity on the Premises.

2. The Undersigned hereby releases, waives, and forever discharges and covenants not to sue or make a claim against Wilshire Gun, LLC, Wilshire Shooting Sports, LLC, d/b/a The Range Café and d/b/a Wilshire Gun, Cold Hand Arms, LLC, Oklahoma Machine Guns, LLC or Wilshire Alliance, LLC including each of their respective affiliates, successors and assigns, officers, managers, volunteers, members, directors, employees, agents, attorneys or representatives, (collectively, the "Wilshire Gun Releases") for any and all claims, demands, damages, expenses, causes of action, attachments of property or liability of any kind whatsoever that arise, directly or indirectly from property damage, personal or emotional injury, including partial or total disability, dismemberment or paralysis, or death directly or indirectly resulting from the Undersigned entering or being on the Premises, even if such claims demands, damages, expenses, causes of action, attachments of property or liability result partially or wholly, or directly or indirectly, from any act or omission to act, whether negligent or otherwise, including negligent or omitted first-aid operations or procedures, by Wilshire Gun Releasees.

3. The Undersigned certifies that he/she is not prohibited under any Federal or State law from possessing a firearm.

4. The Undersigned acknowledges that the risks and hazards that he/she is assuming may increase or change during the Agreement Term.

5. The Undersigned hereby consents to and authorizes the administration of all emergency medical treatment, or lack thereof, which might be provided or available at the Premises.

6. The Undersigned acknowledges and agrees that he/she/they have read and understands and at all times will abide by all rules and regulations, any rules or procedures applicable to any particular activity, the procedures, safety rules and any and all instructions whether communicated in writing or verbally with respect to the Premises which are incorporated herein by reference, including those rules and regulations attached hereto and incorporated herein, (the "Rules").

7. The Undersigned agrees to indemnify, hold harmless and defend the Wilshire Gun Releasees from any and all fault, liabilities, costs (including costs of any settlement or judgment, costs of court and attorneys fees), expenses, claims demands and lawsuits directly or indirectly arising out of, related to or connected with the actions or omissions of the Undersigned occurring on the Premises

8. The Undersigned acknowledges and agrees that this Waiver, Release of Liability and Indemnity Agreement shall be interpreted and enforced under the laws of the State of Oklahoma. The Undersigned hereby expressly understands, acknowledges and agrees that this Waiver, Release of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Oklahoma.

9. The Undersigned acknowledges and agrees that this Waiver, Release of Liability and Indemnity Agreement shall be in full force and effective for a period of time commencing on the date executed and ending on last calendar day of the twelfth (12th) calendar month thereafter, (the "Agreement Term"); for the avoidance of doubt, during the Agreement Term this Waiver, Release of Liability and Indemnity Agreement shall be applicable to each and every occasion that the Undersigned enters on to the Premises.

10. The Undersigned acknowledges and agrees that if any provision of this Waiver, Release of Liability and Indemnity Agreement is held to be invalid, void or otherwise unenforceable, the parties hereto intend that such provision or portion shall remain applicable to the fullest extent permitted by law, and the remaining provisions or portion shall continue and remain in full force and effect.

11. The Undersigned acknowledges and agrees that Sections 1,2,7,8 and 10 shall survive the termination of this Waiver, Release of Liability and Indemnity Agreement.

THE UNDERSIGNED ENTERS INTO THIS WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT WILLINGLY AND VOLUNTARILY, AND UNDERSTANDS THAT BY THIS SIGNATURE THE UNDERSIGNED ASSUMES RISKS AND WAIVES SUBSTANTIAL RIGHTS, AGREEING NOT TO SUE ANY WILSHIRE GUN RELEASEE AND TO RELEASE AND HOLD EACH WILSHIRE GUN RELEASEE HARMLESS FROM LIABILITY. ADDITIONALLY, FOR ANYONE UNDER THE AGE OF 21 YEARS, THIS WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN WHO IS PRESENT TO ACCOMPANY THE MINOR WHILE SHOOTING ANY TYPE OF WEAPON.



Please initial here _____ if Wilshire Gun may keep your Waiver Release of Liability and Indemnification Agreement on file for one year from the date below.

Dated this ___ day of _____, 20__.

If Undersigned is a Minor:

Signature

Signature of Parent or Guardian

Print Name

Print Name of Parent or Legal Guardian