



## **Thorp Creek—The Creed**

**I pledge to uphold the second amendment, and I cherish the freedoms bestowed upon me as an American. I pray that no harm befalls my country or my family; but if faced with evil, I will have the courage to stand against it. I will allow no harm to come to myself or my loved ones.**

# Membership Range Safety Rules



Thorp Creek – Private Shooting Range  
5250 State Hwy JJ Hollister, MO

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## Chapter 1: Preamble

The Range at Thorp Creek (Thorp Creek) was incorporated in 2022 and is located on 30 acres in Taney County Missouri. Thorp Creek is a for-profit, private, members-only shooting range under the management of Brad Gore and Ken Bowman, managing partners.

This document includes the range rules and policies for all range facilities.

Members and guests should be proficient with the shooting discipline and firearm involved, including frequently used commands and procedures for that discipline.

Hunting or shooting of wildlife is prohibited.

These Rules of the Range are subject to revision at the sole discretion of the ownership.

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## Chapter 2: Organization

The owners and managers of The Range at Thorp Creek are as follows:

- Brad Gore, Managing Partner
- Ken Bowman, Managing Partner
- Darrin Carter and Dozer, Honorary Member and Safety Advisor
- JB Henderson, RSO Coordinator
- Robbie MacAnally, Construction and Landscaping

At any time, the managing partners may appoint any committee of standing members on any subject or matter pertinent to the members.

## Chapter 3: Range Operations

1. **General** – Live fire conducted at Thorp Creek is designed to provide members and guests a facility where they can enjoy and become proficient with privately owned firearms.
2. **Facilities for Use** – Thorp Creek is a COLD RANGE. No firearm shall be loaded until you are ready to shoot or the command “load” has been given. Live fire shooting is normally limited to the following ranges and equipment.
  - a. Shotguns – Shotguns may be patterned only on Pistol Range 1 at the seated stand and only on the patterning board. Only lead shot with a maximum shot size of 7 ½ and a maximum powder load of 3 ¼ drams equivalent may be used. No slugs, sabot, or buckshot. Turkey loads and magnum loads may be used.
  - b. Pistol range 1 – Steel targets only. Pistol range 1 is limited only to .22 caliber or smaller firearms.
  - c. Pistol range 2 – All targets shall be placed in front of the berms so that bullets will impact the berm but may be placed at any distance from 7 yards in front of the shooting stand. All pistols and rim fire rifles may be used. No center fired rifles, shotguns, fully automatic firearms, or devices that simulate fully automatic firearms are allowed. Rifles chambered in handgun calibers up to .45ACP are permitted on the pistol range.
  - d. Rifle range – All rifles except 50 BMG may be fired. Paper targets **are allowed** on the 50 yard target stand and on the 100 yard target stand accessed via the switch back trail. There is no access to the 300 yard stand and only steel targets will be permitted on the 300 yard stand.
3. **Hours of Operation** – Thorp Creek can be utilized every day of the year except Easter Sunday, the Fourth of July, and Christmas Day. **The range will also close on any day that a funeral is scheduled at Pine Top Cemetery and on Memorial Day. Members will be notified and signs will be posted.** Other days may be closed at the discretion of the managing partners; members are encouraged to check the online calendar for updates. Live firing on the rifle and pistol ranges shall not begin until 30 minutes after sun rise or 8:00 AM, whichever is later, and will cease 30 minutes before sundown or 7pm, whichever is earlier.

4. **Gates** –All members must use their own personal access code to enter. The gate is to remain closed after entering and must be closed upon leaving. Additionally, there is to be no piggy-backing or tailgating through the gate. If a member witnesses a person following them through the gate, the member should challenge the person to confirm he/she is a member before proceeding. The gate must be closed and opened by every member entering. *An Android or iOS SMART PHONE capable of utilizing the Masterlock Vault app is required in order to open the gate and utilize the range.*

5. **Membership Definitions** – There are several types of membership available as follows:

**Founder** – The first 250 members to join will be “Founder” members. Founders’ initiation fee is \$250, and yearly dues are \$250. The dues are locked for life at \$250. Yearly dues will be billed in December of the current year and due on the last day of January the following year.

**Member** – On December 31st of the first full year the range is open, the managing partners may begin to solicit for additional members. Members joining fees are \$500 which includes current year dues. A prorated amount of \$25 will be applied based on the month the member joins in the calendar year

**LEO** – Any current Law Enforcement Officer who volunteers as a Range Safety Officer for one Saturday per year is eligible for waived annual dues and a reduced initiation fee of \$250.

**Retired LEO/Honorably Discharged Veteran** – Retired and Honorably Discharged Veterans and Retired LEO are eligible for a reduced annual fee of \$200 per year.

**Lifetime Membership** – All members may petition for Lifetime Membership at any time under the terms below:

- Founder – \$1000 initiation fee and \$2500 one-time dues or \$500 annual dues for 5 years
- Member – \$1000 initiation fee and \$3000 one-time dues or \$600 annual dues for 5 years
- Retired LEO/Honorably Discharged Veteran – \$1000 initiation fee and \$2000 one-time dues or \$500 annual dues for 4 years
- Lifetime Membership is solely at the discretion of the managing partners.

6. **Guests and Family** – Members may bring no more than 2 guests per year, per member, and guests may only visit once per calendar year. Each guest must sign a waiver, which can be signed and emailed to management or signed on location at Thorp Creek. A mailbox with blank forms is available. Guests are to sign the blank forms and return signed forms to the mailbox.

Guests are the responsibility of the member. Guests must be with a member, and the member must have a Range ID and Government Issued ID while at The Range. Any Member or guest who cannot be confirmed will be escorted from the property.

The spouse or minor child of a member may be added for an additional yearly fee. Each member must pay a full initiation fee and must meet the same membership requirements. Contact the owners for additional details. Children aged 8-18 are required to be on a family membership. Children under 8 may attend the range with their parent or guardian but may only shoot .22 on the rifle range or pistol range 1.

**7. Range Identification Requirements** – All forms of membership will be issued a Range ID Card which all members must carry and display upon request along with a valid state or federal form of identification like a Driver’s License or Passport/Passport Card. Failure to provide either will result in immediate expulsion from Thorp Creek property and termination of membership without refund.

## **Chapter 4: Range Rules – All Facilities**

These rules have been adopted to ensure the health and safety of those individuals who use or frequent this facility.

**The use of alcohol before or during the handling of firearms is STRICTLY PROHIBITED. All members and guests shall ensure their firearms are secured in their vehicles prior to consumption of alcohol.**

Eye and ear protection **MUST** be utilized at all times when firing or in the **PROXIMITY** of others firing; this includes under the pistol and rifle shelters.

**COLD Range** – All firing ranges on the property of The Range are “cold” ranges. All firearms will be unloaded at all times upon entering the grounds and until leaving other than while on the firing line and under the supervision of a Safety Officer if applicable. All firearms transported to and from vehicles to the range must be in **SAFE (OPEN) Condition** or encased if applicable.

**Concealed Weapon Permit Rules** – Any CCW Permit holder must unload and put their firearm in a SAFE condition prior to leaving their vehicle when on the facility property.

The managing partners are exempt from this rule when acting in their capacity as owners and operators of Thorp Creek.

**Law Enforcement Rules** – All full-time, employed, academy certified Law Enforcement Officers exhibiting a badge or wearing apparel indicating their status are permitted to carry loaded firearms on the property if they are at the range on official business. If the officer is going to participate in any of the disciplines, it is expected that the officer will heed Club safety rules and remove any loaded firearm from their person. An exception is given to LEOs whose agency requires they carry a backup weapon at all times or are the RSO for the day.

**Prohibited Firearms** – The use of pyrotechnics, tracer bullets, tracer shotshells, fully automatic firearms, devices that simulate automatic fire, 50 Caliber BMG center fire, grenade launching devices and cannons are forbidden on any part of the range. Any firearm <18 inches shooting with shot shells (including slugs) are not allowed on Thorp Creek property (e.g., the “Judge,” “Contender,” etc.). No shot shells of any gauge or pistol caliber (e.g., snake shot) are allowed on the pistol or rifle ranges.

**Firearm Handling Safety Rules** –

- a. **ALWAYS KEEP THE GUN POINTED IN A SAFE DIRECTION.**

b. **ALWAYS KEEP YOUR FINGER OFF THE TRIGGER UNTIL READY TO SHOOT**, and outside the trigger guard, until ready to fire or until the command “Commence Firing” has been given.

c. **ALWAYS KEEP THE ACTION OPEN AND THE FIREARM UNLOADED UNTIL READY TO USE.** On a firing range, this means the shooters are in position on the firing line and the range has been cleared for live firing.

d. **KNOW YOUR TARGET AND WHAT IS BEYOND.** When on shooting ranges, be mindful also of adjacent areas and act accordingly.

e. Be sure the gun is safe to operate.

f. Know how to use the firearm safely.

g. Use only the correct ammunition for your firearm. When at a shooting range with more than one firearm, use one at a time and when finished, store that firearm and its ammunition before using the next one.

h. Store firearms so they are not accessible to unauthorized persons. There may be federal, state, or local statutes, ordinances, and/or regulations regulating the manner of firearms storage, including some that may make failure to properly store firearms a criminal offence. Besides these regulatory requirements and/or penal prohibitions, such activities may, pursuant to state or local law, give a party a cause of action to sue you for injuries or damages caused by a third party who obtained access to one of your firearms.

i. Be aware that certain types of guns and many shooting activities require additional safety precautions.

j. **Alcohol and guns do not mix. The consumption of alcohol on Thorp Creek property is forbidden. Members are forbidden to handle firearms while under the influence of alcohol. Any violation of this rule will result in immediate termination of membership.**

**Respect** – Respect all members at all times. Derogatory, racist, sexist, hate speech, bullying, and harassment will not be tolerated and will result in immediate and permanence trespass from the property and termination of membership.

**Time on the Range** – If you have been at a shooting stand or utilizing a range for 60 minutes or more, heed use of the range to members that are waiting to use the range.

**Trash** – If you brought it with you, it leaves with you. Do not leave spent casings of any kind, anywhere. ALL BRASS goes in the designated BRASS buckets at the rifle and pistol stands.



## Chapter 5: Pistol Range Safety Rules

Members and guests will adhere to the Range Safety Rules and those of their specific discipline. If there is any conflict between Thorp Creek Range Safety Rules and the sanctioned event association rules, the more conservative rule shall apply. Associations may include NRA, ATA, NSSA, IDPA, CPSL, etc.

1. **Alcohol and guns do not mix. The consumption of alcohol on Thorp Creek property is forbidden. Members are forbidden to handle firearms while under the influence of alcohol. Any violation of this rule will result in immediate termination of membership.**

2. Targets are not to be placed near the edges of target frames. **DO NOT SHOOT TARGET FRAMES OR SUPPORTS.** Targets are NOT allowed on or near the tops or sides of berms.

3. All targets must be placed immediately in front of the appropriate distance berm to ensure bullets do not bounce or ricochet.

4. Eye and ear protection **MUST** be utilized at all times when firing or in the **PROXIMITY** of others firing; this includes under the pistol and rifle shelters and forward of the chain on the shotgun fields.

5. A minimum distance of 10 yards must be maintained from metallic targets (pepper poppers and plates). There will be no “hammering,” or multiple hits, of the metallic targets.

6. Only the placed metal targets are allowed on Pistol Range 1. Metal targets on Pistol Range 2 are not to be moved. The paper targets may be moved.

7. All trash must be picked up and must leave with you.

8. Observe any additional posted rules and warnings at the range.

9. No one is allowed downrange unless and until all firearms are in safe condition and are placed on benches or tables. No handling of firearms is allowed when anyone is downrange.

10. Firearm in strong side holster is permitted only when pistol range is hot and when on the yellow firing line. Only strong side holsters will be allowed. No cross draws, shoulder, or small of the back holsters. Holstered handguns are not allowed on the rifle range or anywhere else on the property. IF you are alone or have agreement from any shooters at the firing line, you may go out on Pistol Range 2 and practice pistol disciplines. **ALWAYS FLY THE RED FLAG IF ACCESSING THE RANGE BEYOND THE FIRING LINE.**

11. "SAFE CONDITION" is defined as follows:

- a. Revolvers – Cylinders open and no ammunition in cylinder chambers.
- b. Pistols – Slide locked to the rear and open, chamber empty, magazine removed, safety engaged if applicable.

12. Shout "CEASE FIRE" IF YOU WITNESS A SAFETY VIOLATION. All members are responsible for safety at all times.

13. Shooting on the pistol range is limited to handguns. No shot shells of any gauge or pistol caliber (e.g., snake shot) are allowed on the pistol or rifle ranges except on the seated stand at Pistol Range 1 when using the patterning board.

14. Pistol Draw and Fire – On the pistol range, there are openings between the tables specifically to permit the shooter to draw from an allowed holster (see #10) and fire at a target placed in front of the berm. Additionally, a shooter may be forward of the front tables ONLY if no one else is using the range or if everyone at the range shoots from the same distance (no one can be shooting further back).

15. Any pistol not properly sighted-in must be sighted-in at the paper targets.

16. If more than one shooter is on range, safety and courtesy among the shooters must be maintained.

- a. If a shooter needs to go downrange to change targets or for other needs, request that the "range be made safe." All firearms must be made empty and in SAFE CONDITION and placed on the benches or tables. No handling of firearms while anyone is downrange.
- b. When you are sure no one is downrange and the command "Line Is Hot" has been given, you may handle the firearm. The command "Going Hot" will be given when you are ready to fire. This will give other shooters time to put on eye and ear protection.

17. All firearms transported to and from vehicles to the range must be in **SAFE (OPEN) Condition** or encased if applicable. All firearms not encased shall be transported only while the range is **HOT**. **Firearms shall be cased or uncased on the FRONT BENCH only, muzzles pointed downrange, and ONLY when the range is HOT.**

18. Paper, non-metallic, and non-glass targets are allowed. If wood or plastic fragmented targets are used, the fragments must be picked up and removed from the area by the conclusion of the range session. No target shall be placed at the edges of the target stands or near the top, bottom, or sides of the berms. All bullets shall be fired so as to impact the center of the berm. Remove paper targets from the target stands and take your trash with you when you leave.

## Chapter 6: Rifle Range Safety Rules

Members and guests will adhere to the Range Safety Rules and those of their specific discipline. If there is any conflict between Thorp Creek Range Safety Rules and the sanctioned event association rules, the more conservative rule shall apply. Associations may include NRA, ATA, NSSA, IDPA, CPSL, etc.

1. **Alcohol and guns do not mix. The consumption of alcohol on Thorp Creek property is forbidden. Members are forbidden to handle firearms while under the influence of alcohol. Any violation of this rule will result in immediate termination of membership.**
2. Only the specific, placed, steel targets may be used on the rifle range. No metal targets or metal target frames are allowed on the Thorp Creek Rifle Range, except for the supplied steel hanging targets.
3. Access to the rifle range is restricted to the 50 yard and 100 yard target stands. There is no access to the 300 yard stand. Members may place their own paper targets on the 50 yard and 100 yard stands.  
**ALWAYS FLY THE RED FLAG IF ACCESSING THE RANGE BEYOND THE FIRING LINE.**
4. Eye and ear protection **MUST** be utilized at all times when firing or in the **PROXIMITY** of others firing; this includes under the pistol and rifle shelters and forward of the chain on the shotgun fields.
5. All trash must be picked up and must leave with you. This includes used paper targets on the 50 yard and 100 yard stands.
6. Observe any additional posted rules and warnings at the range.
7. No one is allowed downrange at any time for any reason.
8. If the red flag is flying, you must exit the shooting stand and wait until the red flag is removed. A red flag means someone is down range and indicates **NO SHOOTING!**
9. "SAFE CONDITION" is defined as follows:
  - a. Bolt Actions – Bolt open or out, chamber empty, magazine removed, tube magazines empty, safety engaged.
  - b. Pump and Semi-Auto – Action open, chamber empty, magazine removed, tube magazine empty, safety engaged.
  - c. Lever Action – Action open, chamber empty, magazine removed; magazine tube empty, safety engaged.
10. Shout "CEASE FIRE" IF YOU WITNESS A SAFETY VIOLATION. All members are responsible for safety at all times.

11. NO SHOTGUNS ALLOWED ON RIFLE RANGES.

12. Any rifle not properly sighted-in must be sighted-in at the 50-yard target first.

13. If more than one shooter is on the range, safety and courtesy among the shooters must be maintained. If a shooter needs to go downrange to change targets or for other needs, request that the “range be made safe.” All firearms must be made empty and in SAFE CONDITION and placed on the benches or tables. No handling of firearms while anyone is downrange.

When you are sure no one is downrange and the command “Line Is Hot” has been given, you may handle the firearm. The command “Going Hot” will be given when you are ready to fire. This will give other shooters time to put on eye and ear protection.

14. All firearms transported to and from vehicles to the range must be in **SAFE (OPEN) Condition** or encased if applicable. All firearms not encased shall be transported only while the range is **HOT**. **Firearms shall be cased or uncased on the FRONT BENCH only, muzzle pointed downrange, and ONLY when the range is HOT.**

15. Muzzle loading rifles may be used on the 100 yard and 300 yard rifle range. No rifle is to be capped or primed until the firearm is safely pointed downrange and the range is HOT. The muzzleloader may be loaded on the shooting bench.

16. The only shooting position to be used is from the benches unless a Range Safety Officer is present or the shooter is a Range Safety Officer. The shooter can then shoot standing, kneeling, or prone with the permission of the RSO.

#### **Shotgun Pattern Board:**

1. Use of a shotgun pattern board is allowed only on Pistol Range 1 stand and only for patterning.
2. Use of any firearm other than a shotgun is strictly prohibited.
3. The use of buckshot, slugs, turkey loads, or any shot larger than 7 ½ is strictly prohibited.
4. Once the pattern board is used, the member shall dispose of the pattern board.

## **Chapter 7: Range Safety Officers**

Range Safety Officers (RSOs) will be identified by a bright yellow shirt emblazoned with “Range Safety Officer.” RSOs are there to see that range rules are followed. They are also there to answer your questions and help with any range procedures and safety. Should any problems arise, the Range Safety Officer’s word is FINAL.

The Safety Notices and Standard Operating Procedures Addendums are hereby incorporated into this document.

## Release, Waiver, Indemnification, Hold Harmless and Assumption of Risk Agreement

As lawful consideration for being permitted by Thorp Creek LLC ("The Range") to enter the property and shooting range and to use The Range and equipment and to engage in and observe shooting and other activities as either a Member or a Guest ("Participant"), I attest that the following are true and correct:

1. I hereby acknowledge that I have voluntarily applied to enter on to and to engage in and observe events that include but are not limited to shooting sports activities, events, and/or training at Thorp Creek, LLC Highway JJ at Pine Top Road (the "Facility").

2. I KNOWINGLY, VOLUNTARILY, AND FOREVER WAIVE, RELEASE, INDEMNIFY, AND HOLD HARMLESS, ANY AND ALL CLAIMS I, MY NEXT OF KIN, HEIRS, GUARDIANS, REPRESENTATIVES, ASSIGNS OR ANY OTHER PERSON CLAIMING UNDER ME COMPLETELY, AND ANY THIRD-PARTY, AND WITHOUT RESERVATION THAT I MAY HAVE AGAINST THORP CREEK LLC, ITS AGENTS, OFFICERS, MEMBERS, EMPLOYEES, INSTRUCTORS, INDEPENDENT CONTRACTORS, LANDLORDS, OWNERS OF THE FACILITY, EVENT SPONSORS, AND PROVIDERS OF MERCHANDISE, GIFTS, OR ACTIVITIES AT EVENTS, INCLUDING, BUT NOT LIMITED TO, ANY VENDORS, VOLUNTEERS, OR REPRESENTATIVES (the "Released Parties") FROM ANY AND ALL INJURIES OR DAMAGES THAT I MAY SUSTAIN, INCLUDING EXPOSURE TO OR CONTRACTING COVID-19 OR OTHER DISEASE, AS A RESULT OF ME ENTERING THE FACILITY, USING THE RANCH TACTICAL TRAINING FACILITY LLC FACILITIES OR EQUIPMENT, ENGAGING IN OR OBSERVING SHOOTING RANGE ACTIVITIES, OR ATTENDING AND PARTICIPATING IN ANY EVENT PROVIDED BY THE RANGE OR LOCATED ON THE FACILITY.

3. WAIVER OF NEGLIGENCE – BY ENTERING INTO THIS AGREEMENT I AGREE TO WAIVE ANY AND ALL CLAIMS FOR NEGLIGENCE AGAINST THE RELEASED PARTIES THAT MAY ARISE IN THE COURSE OF THE ACTIVITIES CONTEMPLATED UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES SUSTAINED AND DAMAGES TO PERSONAL PROPERTY WHICH OCCUR DURING THE EVENT(S) COVERED BY THIS WAIVER, WHETHER SUCH LOSS OCCURS DURING OR FOLLOWING SAID EVENT(S).

4. I acknowledge and understand that shooting activities are **INHERENTLY DANGEROUS ACTIVITIES** and involve both known and unanticipated risks which could result in damage or destruction of property and physical or emotional injury, including paralysis or death, of myself or of other persons. These risks include but are not limited to:

- A. Being shot by or shooting myself or others;
- B. Death or Serious Bodily Injury;
- C. Partial or total loss of eyesight or hearing;
- D. Inhalation or other harmful contact with lead or other contaminants;
- E. being struck by flying or falling objects.

5. I acknowledge that using firearms is an **INHERENTLY DANGEROUS ACTIVITY** which may cause **SEVERE INJURY AND DEATH**. I ASSUME THE RISK in participating in and acting as a spectator of live fire, Non-Lethal Training Ammunition ("NLTA") training, and related activities on the Facility. **The inherently dangerous activities include but are not limited to: Live fire**, which may result in hearing damage or loss, being hit by bullets from your own weapon, other participants' weapons, the Released Parties' weapons, catastrophic weapon failures, fragments from targets, ricochets, intermediate barriers such as wood, auto glass, plastic, brass, metal, vehicles, steel targets, and other debris created by bullets

impacting objects, berms, or the ground, which may cause severe bodily injury or death; Use of NLTA which includes being intentionally shot with NLTA by yourself, the Released Parties, and other participants, such activities may result in loss of vision, paralysis, punctures, abrasions, bruising, lacerations, severe bodily injury and even death; Use of NLTA weapons and weapon parts, such guns and bolts, as well as personal protective equipment, whether provided by Participant or provided by the Released Parties, for use during the event which may break or fail during use causing severe bodily injury or death; Use of vehicles, including but not limited to ATVs, heavy equipment, buses, shuttles, automobiles, aircraft, both in operable and inoperable conditions, that may result in intentional and unintentional collisions with other vehicles, participants, and other objects resulting in severe bodily injury or death; Moving and shooting (both live ammunition and NLTA) through low-light or no-light areas, during severe heat, cold, rain, snow, fog, smoke, and other severe weather conditions, uneven terrain, structures, and shoot-houses whether permanent or temporary construction, fixed, movable, and collapsible which may collapse or otherwise fall on Participant, and ranges where obstructions may be obscured or dangerous conditions concealed from view; Participating in aggressive physical contact with other participants and the Released Parties either intentionally or unintentionally in self-defense or offensive scenarios or drills; Participating in simulated medical care which may include use of simulated blood, use of tourniquets on limbs, use of adhesive chest seals, use of latex gloves that may cause allergic reactions, use of carries and litters that may result in Participant being dropped or Participant being injured in the process of lifting, carrying, or moving other participants, the Released Parties, or heavy objects. Participating in live fire or NLTA with simulated injuries which may include restriction of use of hands, feet, and limbs. Use of explosives including but not limited to detonation cord, breaching charges, flash-bangs, fragmentation grenades, and chemical agents such as CS gas, OC spray, and smoke, bean bag rounds, tasers, and other less than lethal weapons and devices. Participating in K-9 training that may result in dog bites, mauling, rabies, and related injuries or death.

6. I further understand and accept all risk of discharging or being around the discharging of firearms and the use of ammunition have inherent dangers that no amount of care, instruction, or expertise can eliminate. I agree to assume full responsibility for any and all risks, injuries, or damages, known or unknown, of whatsoever any kind and nature, which I might incur as a result of entering into the facility and in using the facilities or equipment and in engaging in or observing shooting and other activities in the facility.

7. I accept all responsibility and liability for any act or acts, even negligent, reckless, or criminal act or omission to act, of my Guests at Thorp Creek, LLC. (I understand that my " Guests" includes any and all persons who enter Thorp Creek, LLC property, Thorp Creek, LLC facilities or engage in or observe shooting and other activities Thorp Creek, LLC as a result of my express invitation, permission, or consent).

8. I understand that Thorp Creek, LLC makes no warranty as to the design, manufacture, condition, or fitness of the facilities or equipment, including, but not limited to: berms, firearms, ammunition, targets, eye and hearing protection, and first-aid supplies.

9. I represent that I am experienced and skilled in the proper handling, loading, use, and discharge of all firearms and ammunition I intend to use at Thorp Creek, LLC.

10. I understand that The Range is specifically relying on the truth of my representations concerning my experience with firearms, in permitting me to make use of Thorp Creek, LLC.

11. I agree that this waiver of liability, and any future amendments, modifications or other changes, shall remain in full force and effect from the date of execution and shall be applicable to each and every visit thereafter and it is my responsibility to read the range rules and sign any new waiver annually.

12. I agree to accept financial responsibility for the repair of any EQUIPMENT that I borrow or use that is owned by Thorp Creek, LLC in the event that damages were directly caused by me or my Guest's whether or not damages were accidental.

13. Participant hereby RELEASES the Released Parties from any and all liability for any damages or injury of any kind Participant may incur or suffer to Participant's property in connection with entering the Facility for all purposes, including but not limited to, live fire and NLTA and less-than-lethal force-on-force activities.

14. Participant WAIVES any right to and covenants to never bring any cause of action against the Released Parties resulting from any event that results in any injury or damage to Participant or Participant's property while on the Property against the Released Parties, their heirs, assigns, agents, officers, members, managers, employees, independent contractors, or insurance providers.

15. Participant agrees that this Waiver binds Participant's agents, employees, heirs, and assigns forever.

16. Participant acknowledges that it accepts entry to the Property "AS IS" and that the Released Parties have no duty to inform Participant of any condition on the Property that may be a hazard to Participant or Participant's property, including but not limited to trespassers, livestock, uneven ground, domestic animals, wild animals, structures, unstable walls and floors, broken glass, vehicles that may have sharp exposed or concealed metal, and plastic debris, partially buried hazards, and machinery.

17. Participant agrees to treat the Property with respect and shall not leave any trash on the Property, intentionally damage the Property, or act in a non-courteous manner to any members, staff, or other guests.

18. Participant understands that Participant's access to the Property is limited to the areas necessary for entry and exit on and off the Property, travel to and from the designated live fire range areas, other designated training areas, and only on the dates of the event(s).

19. Participant understands that Participant may only discharge firearms under the supervision of the Released Parties' present at the times designated by such staff (or with the consent for the Release Parties if they are not present, e.g. individual firearms training in the normal course of Participant's membership). Participant shall not discharge any firearm in any other area of the Property or in an unsafe direction such as over any berm or constructed backstop or in the direction of any structure, vehicle, human, or animal, other than those designated as targets as part of the course of instruction or present on any range for that purpose, e.g. steel targets.

20. Participant agrees to INDEMNIFY AND HOLD HARMLESS the Released Parties from all claims of any kind resulting from Participant's use of the Property whether such damage or injury leading to such claims stems from Participant's or any third-party's negligence, gross negligence, or intentional act.

21. Participant agrees that his/her image may be used in, including but not limited to, photographs, video, and livestream by the Released Parties for any purpose, including business purposes, and Participate waives any rights related to such use including any pecuniary interests in such.

22. Participant agrees that this Waiver is governed by the laws of the State of Missouri without regard to conflict of law principles. Venue for any dispute arising out of this Waiver shall be brought exclusively in the courts of Taney County, Missouri, regardless of what jurisdiction in which any event is conducted.

23. This Release, Waiver, Indemnification, Hold Harmless and Assumption of Risk Agreement **must be read, understood, and signed** by all Participants and Guests who participate in any activities at The Facility, including observing on the shooting ranges. This waiver applies to any activity, whether real or simulated and whether or not the activity is located at Thorp Creek, LLC. I have carefully read this Agreement and fully understand its contents. I acknowledge that no other inducement, assurance, or guarantee has been made to me in consideration of my signing this Agreement which I sign voluntarily and of my own free will.

**If under the age of 18, this must be executed by a parent or guardian, minors may not participate in events without the express written consent of a parent or guardian and must be accompanied by a parent or guardian while participating in the event.**

Revised 2/28/2023





## Thorp Creek Shooting Range Membership Application

Name: \_\_\_\_\_

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

Phone Number – Home: \_\_\_\_\_

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Vehicle Information – required for any vehicle parked on Thorp Creek property

Year, Make, and Model: \_\_\_\_\_

License Plate Number: \_\_\_\_\_

Membership Reference – If you know any current members of Thorp Creek, list their names below:

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A Criminal Background Check is required to be submitted with your application via <https://www.sentrylink.com/web/criminal-check.action>. Email the results to [thorpcreek@gmail.com](mailto:thorpcreek@gmail.com). Applicants are responsible for the \$19.95 fee charged by SentryLink. Your application will not be considered until the background check is received.

Required documents to submit with your application:

- Proof of firearms safety training (copy of)
  - o Acceptable documents: NRA Safety Training Course Certificate, LEO Firearms Certificate, any military firearms training certificate, Missouri Heritage Card, other proof of firearms safety training will be accepted at the discretion of management.
  - o If you don't have one of the above, contact management for alternatives.
- NRA Membership (copy of)
  - o Acceptable documents: Your NRA Membership Card
- Check or Cash for your initiation fee
  - o \$250 initiation fee is due with the application (LEO or Veterans Contact Thorp Creek before submitting an application)
  - o On December 1<sup>st</sup> prior to the first full year of opening, you will be billed \$250 for the year
  - o Billing will be on December 1<sup>st</sup> of each year there after
  - o Founder Memberships are limited to the first 250 members
  - o Billing policies are subject to change
- Signed Hold Harmless Agreement
- Signed Membership Range Safety Rules

X

Applicant Signature

Thorp Creek Management Contacts  
Brad Gore – Owner/Managing Partner  
Ken Bowman – Owner/Managing Partner  
Phone: 417 791 5568  
Email: [thorpcreek@gmail.com](mailto:thorpcreek@gmail.com)

# **Acknowledgement of Membership Range Safety Rules**

X

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Sign and Date Here

# **Acknowledgement of Release and Hold Harmless**

X

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Sign and Date Here