

Silver Eagle Group

Service Agreement

Date: Saturday, October 29, 2022

Name: Juliana Peres	Account No.: G166369	Scan Code:
Mailing Address: 13230 Stable Brook Way Herndon, VA 20171		DOB: 5/27/2000
		Age: 22
Home: (571) 426-2112	Business:	
Email: Peresalvrenge0805@gmail.com		

Release

*In consideration of the undersigned being granted permission to engage in "Activities," as hereinafter defined, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned on behalf of the undersigned and any listed minor ("the Participants"), as to whom the undersigned represents and warrants that this is such minor's parent or legal guardian, and on behalf of the Participants' heirs, successors and assigns, personal representatives, guardians and next of kin, agrees as follows:

*

1. *Assumption of All Risks
*

*a. I acknowledge that the Activities are inherently and unavoidably dangerous (the hazards and dangers include but are not limited to the risk of (a) handling firearms, other weapons and munitions, (b) being near others who are handling firearms, other weapons and munitions (c) being exposed to lead) and may result in serious bodily injury, death or property damage and that, by the signature below, I knowingly, voluntarily and willingly assume all risk relating to all Activities conducted on or off the Premises.
*

*b. I agree to take full responsibility for the selection, examination, adjustment, control, approval and conduct of all Activities, including, without limitation, the condition and adjustment of all shooting and related equipment, including any firearms, weapons or ammunition.
*

*c. I warrant and represent that I have sufficient experience and skill to undertake the Activities in which I elect to engage.
*

*d. I assume full responsibility for and risk for bodily injury, including death, or property damage due to the Activities, including such injuries as may be due to the negligence or carelessness of the "Releasees" as hereinafter defined, including without limitation, any claim or injury resulting from the existence of hidden, latent, or obvious defects in or about the Premises or any equipment supplied or approved by the Releasees.
*

*e. I acknowledge that I am under no obligation to engage in the Activities and that I am voluntarily participating in the Activities.
*

*f. I acknowledge that I have received safety instruction prior to engaging in any Activities and I am satisfied with the sufficiency of such instruction for the Activities in which I have decided to engage.
*

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2. *Full Release and Waiver of Claims*

a. *I hereby forever release, acquit, discharge, waive, hold harmless and covenant not to sue the Releasees from or for any and all liabilities, claims, demands or causes of action, including all costs, medical expenses and attorney's fees associated therewith, that I may have by reason of any Activities, including, but not limited to any claims or losses arising by reason of the Releasee's passive or active negligence or any hidden, latent, or obvious defects at or on the Premises or in any equipment used, whether or not supplied or inspected by Releasees.*

b. *I agree to indemnify, hold harmless and defend the Releasees from any and all losses, liabilities, claims, damage, or costs, including attorney's fees, that the Releasees might incur as a result of the Participants' engaging in Activities, whether caused by the negligence of the Releasees or otherwise.*

c. *I, THE UNDERSIGNED, PROMISE TO NOT SUE ANY OF THE RELEASEES FOR ANY CAUSE OF ACTION WHATSOEVER, EVEN FOR CLAIMS ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR FROM HIDDEN, LATENT, OR OBVIOUS DEFECTS IN THE PREMISES OR EQUIPMENT SUPPLIED OR APPROVED BY THE RELEASEES.*

d. *It is further understood and agreed that this agreement shall cover all bodily injuries (including death), property damage and any other damage or injuries, known or unknown, regardless of the severity of the injuries or damages.*

e. *This agreement shall not be subject to any claim of mistake of fact, and this agreement expresses a full and complete waiver of all liability claimed and disputed, and regardless of the type of injury, or circumstances concerning any injury. This agreement is intended to forever bar any claim the Participants might have, and is intended to be final and complete.*

f. *This agreement contains the full and complete agreement between the Participants and the Releasees with regard to the subject matter of this Release. Any prior oral representations or agreements concerning this subject matter are expressly superseded by this Release which may not be altered, amended or revoked except by an instrument in writing signed by the Releasees.*

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3. Definitions

- a. "Activities" shall mean all conditions, equipment, training, shooting or other activities in any way relating to or concerning anything which occurs on the Premises or any other activity or undertaking which may be performed outside of any building or structure which is in any way related to anything which occurs on the Premises, including without limitation, any activities or endeavors related to law enforcement, governmental or military actions (whether overt or covert), quasi-governmental activities, weapon discharge or handling, firearm practice or shooting (including all forms of rifles or assault weapons, shotguns and handguns, whether automatic or not), terrorist or other illegal activities or other interdiction or extraction of persons from buildings or other confinement, animal interaction (including wildlife and domestic animals), any activity undertaken on or off the Premises relying upon, as a result of or relating to any of the training at the Premises and any and all other activities and/or equipment used in connection with any of these activities or in any way relating to any of these activities.
- b. "Participants" shall mean the undersigned, any minor child for whom the undersigned is responsible, and their heirs, successors and assigns, personal representatives, guardians and next of kin.
- c. "Premises" shall mean any and all property, whether real or personal, belonging to, possessed by or under the control of the Releasees, particularly including the facility at 21550 Beaumeade Circle, Ashburn, VA 20147, and any other property upon which Activities occur, exist or take place, whether or not subject to the ownership, possession or control of the Releasees.
- d. "Releasees" shall mean Silver Eagle Group Northern Virginia, LLC, Silver Eagle Group Membership 1, LLC, Silver Eagle Group, LLC and any and all officers, employees, agents, managers, insurance carriers, invitees (whether business or not) and guests.

4. Consent to Arbitration and Waiver of Jury Trial.

- a. Any and all disputes arising out of or relating to this Agreement or the breach thereof, or any Activities or any injury, liability, claim, demand or cause of action resulting from or relating to any Activities, will be decided by final and binding arbitration pursuant to the expedited Rules and Procedures of JAMS, Inc. in Washington, DC. Judgment on any arbitration award may be entered in any court of competent jurisdiction.
- b. The Participants hereby waive any and all rights to any proceeding in any court, whether federal or state, or any administrative proceeding against the Releasees and agree that their sole remedy, if any, will be an arbitration pursuant to paragraph 4 a. of this Agreement. The Participants expressly waive any right to Trial by Jury.

5. Enforceable Agreement

- a. I acknowledge that this agreement is intended to be as broad and as inclusive as permitted by the laws of the Commonwealth of Virginia.
- b. If any portion of this agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.
- c. I acknowledge that I have read this agreement, understand it and voluntarily sign it. I acknowledge that no oral representations, statements or inducements apart from the foregoing written agreement have been made by or on behalf of the Releasees.
- d. I acknowledge that this agreement shall remain in effect until it is expressly revoked in writing by Releasees.

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6. *Participants' Representations*

*I represent and warrant that I am at least 18 years of age and have full legal capacity to execute this agreement and bind myself to its terms.
*

*OR
*

I represent and warrant that I am the legal guardian of the minor listed below and that I have full legal capacity and authority to execute this agreement on behalf of said minor.

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SILVER EAGLE GROUP RANGE RULES

1. All Federal, state, and local firearm laws must be adhered to at all times.

2. All firearms not in the shooting booth must be holstered or cased.

3. All shooters must read and sign the SEG range rules, release, and assumption of risk agreement before using any SEG range or training facility.

4. All first-time guests are required to go through the range safety brief before entering the range.

5. Class III owners must be in possession of any permits or paperwork required by law.

6. All firearms brought into SEG must have been procured and held legally.

7. Shooters under the age of 18 must be accompanied by a parent or legal guardian and cannot be on a range lane by themselves. Shooters between the ages of 18 and 21 years may rent rifles or purchase rifle ammunition from SEG. SEG will not rent handguns or sell handgun ammunition to shooters under the age of 21.

8. All add-ons must share a lane with the primary pass holder, this includes Members.

9. Food, beverages, spitting and smoking are prohibited on all SEG ranges.

10. Use of listening devices (music, cell phones, etc.) while in the shooting booth is prohibited.

11. Use of drugs or alcohol before or during shooting is prohibited. Patrons under the influence are not permitted to use the facility.

12. Eye protection and hearing protection are mandatory at all times while on the range.

13. Open-toed shoes and low-cut shirts are prohibited on the range.

14. Always wash your hands and face immediately after shooting and/or cleaning your firearm. Sinks are available immediately upon exiting the range.

15. No muzzle loading firearms may be fired on any SEG range.

16. All pistol calibers up to .45 may be used on any SEG range.

17. Rifles chambered up to and including .30 caliber cartridges may be fired.

18. Only shotgun slugs may be fired on SEG ranges. NO buckshot or birdshot.

19. Tracer, armor piercing, steel core, and any type of incendiary ammunition are prohibited.

20. SEG's RSOs have the right to inspect any firearms or ammunition for safety considerations.

21. A shooter may collect his/her own brass that is on or behind the firing line. Brass from other shooters and all brass that falls in front of the firing line may not be collected.

22. All firearms resting on the booth table or floor must be completely pointed down range at the backstop with all mechanical safeties fully engaged. If not currently in use, all resting firearms must be fully unloaded, action locked open and magazine fully ejected.

23. At no time will any unattended firearm be loaded regardless of location or duration. SEG considers a firearm loaded if a loaded magazine is inserted, whether or not a round is chambered, or the action is open or closed.

24. Commands issued by an RSO must be obeyed immediately and without question.

25. If the command "CEASE FIRE" is given, the shooter must stop shooting immediately, remove his/her finger from the trigger, remove magazine, clear firearm, place the firearm on the bench, step back from the shooting booth and wait for further instruction from the RSO.

26. If the firing line is declared "CLEAR," all firearms must be holstered or safely grounded (action open and magazine removed), and the shooter must step away from the firing line. Absolutely no firearm handling, unloaded or otherwise, may occur while the line is "CLEAR."

27. Only the RSO or authorized SEG personnel may go forward of the firing line unless instructed by the RSO.

28. Only SEG approved paper targets may be used.

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29. Appropriately-sized targets, placed at eye level, must be used to ensure that shots strike the bullet trap and not the floor, ceiling or target holder. Firing a shot on the SEG Range that results in the bullet striking anything other than the target and/or backstop will result in an assessment of damage or repair fines of \$5 each and/or the shooter's removal from the range.

30. Rapid fire is permitted, but only at a pace the shooter can control and, in any case, in no more than 2 second bursts. If the RSO determines that a shooter's rounds are hitting anything other than the backstop, the shooter will not be permitted to fire in rapid succession.

31. Automatic fire is prohibited without prior approval from the RSO on duty and never allowed on the 50 yard range. Automatic fire, when permitted, may only be at a pace the shooter can control and, in any case, no more than 2 second bursts. If the RSO determines that a shooter's rounds are hitting anything other than the backstop, the shooter will not be permitted to fire in automatic.

32. Cross firing is prohibited and will result in your immediate removal from the SEG range.

33. All firing on any SEG range must be aimed fire. Point shooting is not allowed. All firearms used on the range must have an aiming device or sights to ensure proper alignment and round placement.

34. Shooters may only shoot one firearm at a time.

35. Any and all draws from the holster may only be practiced after the booth table has been raised. Drawing a pistol is only allowed within the shooting booth.

36. Only holsters placed on or around the belt, accessible from the strong side, will be allowed on any SEG range. Shoulder, cross draw, or support access holsters are strictly prohibited.

37. Standing, kneeling, seated and prone positions are allowed. When shooting in the bench rest position the muzzle, flash suppressor, brake or suppressor must be fully forward of the booth table.

38. Rifle to pistol transition drills are allowed, but any firearm not in the full control of the shooter must either have an empty chamber and magazine or all mechanical safeties must be fully engaged.

39. Competitions held on the SEG Range will be conducted in accordance with official SEG rules or by the rules of the sanctioning body of the match.

- SEG RESERVES THE RIGHT TO AMEND THESE RULES FROM TIME TO TIME IN SEG'S FULL AND ABSOLUTE DISCRETION. PATRONS AGREE TO ABIDE BY ANY AND ALL AMENDMENTS TO THESE RULES AS LONG AS THEY ARE POSTED AND AVAILABLE PUBLICLY.

- FAILURE TO OBEY THESE RULES MAY RESULT IN A SHOOTER'S REMOVAL FROM THE SEG RANGE.

Signature : X 