

PALATKA SKEET CLUB MEMBERSHIP, WAIVER, AND RELEASE OF LIABILITY AGREEMENT

This Agreement, made, executed, and delivered the _____ day of _____, 2024, by and between PALATKA SKEET CLUB, a Not For Profit entity., party of the first part known hereafter called the "Club," and _____, party of the second part, known hereafter as the "Member." WITNESSED: That the parties hereto, for and in consideration of the covenants and agreements hereinafter mentioned, contract and agrees as follows. A Member is defined as the signer of the Membership Agreement.

The "Club" does, by these presents, grants unto "Member", for the term and upon the conditions herein set forth, a revocable license to utilize Palatka Skeet Club facilities and shooting ranges upon the lands at 301 Skeet Club Road in the County of Putnam in the State of Florida containing Seven Skeet Fields, One Trap field, and one Five Stand Club House, RV sites, and other shooting applications referenced to as the "Property".

This is to be exclusively used for:

1. The Membership Term is for the 2024-2024 Membership Term and can be renewed annually at the behest of the Member with the discretion of the "Club", and shall be due on the First day of February 2023 unless sooner terminated due to violations of any of the following paragraphs.
2. The cash consideration for this membership is \$120.00. This entitles the "Member" to utilize any of the "Property" for a year. Membership shall include the benefits of receiving discounted access Skeet and Trap Fields, access to Member Club House, discounts for Club sponsored events, and any other benefits so provided.
3. The "Member" shall not make any material changes to the shooting stations, skeet or trap machines, electrical, earth, or anything on the property without express written permission from an Officer of the Club.
4. "Member" agrees that at all times to use due care to prevent injury to person(s) or property(s) and "Member" further agrees not to shoot into property adjacent to the Property.
5. The membership fee is to include the "Member", their spouse and any child up to 18 years old at the contract signing time. With the understanding that all minors permitted by the "Club" on the Property shall be under the direct supervision one of the Member, and when children are present on the property, the parents shall be fully responsible for their acts and safety and agree to hold the "Club" harmless, regardless of the nature o the cause of damage, whether property or personal injury, to themselves or others. "Member" agrees that the "Club" shall not be or become liable to the "Member" or it's family, guests, or other persons, for any injury to person or property of "Member", family or guest irrespective of the cause thereof. "Member" agrees to reimburse the "Club" for any damage caused by any person(s) brought on the Property by that "Member", whether intentional or accident. And "Member agrees to pay all fees, fines or expenses, to the respective parties for any abuse, mishap, or illegal action by the "Member" or any person(s) brought on the Property by the "Member". This includes violations of the "Club" By-Laws.
6. "Member" shall be liable for cleaning up all litter created by the "member", family, or guest brought on the Property. If the "Club" has to undertake the clean-up the cost of such clean-up to be charged to the "Member". If at any time a "Member" sees any littering it must be reported to the "Club" as soon as possible.

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7. This agreement shall be binding upon and shall insure to the benefit of the parties hereto, their heirs, legal representative successors and assigns, except "Member" shall not assign this agreement in whole or in part, without written consent of the "Club".
8. Should either party, after default by the other party employ an attorney to enforce any provision of the agreement, then the prevailing party in such action shall be entitled to collect from the other party all its costs, including a reasonable attorney's fee to their attorney.
9. No "Member", guest, or family of the "Member" shall hold Palatka Skeet Club, City of Palatka or Putnam County, or any Officers, Board Members or employees liable or responsible for any damages, to include but not limited to misconduct, theft, injury, and accident. It is understood that every member shall enter the Property to shoot firearms at clay targets, at their own risk.
10. Signor of this Agreement warrants that they are licensed to carry firearms or not precluded by Federal or State laws. Member agrees to notify an Officer of the Club of any knowledge of unauthorized persons accessing clubs, using any firearms or acting in any way in contravention to this Agreement.
11. "Member" understands and agrees that this agreement is binding for the specified time and shall be non-refundable at any time.

If any part of this contract shall be void or invalid, the remainder of the contract shall be held to be true and binding.

Member Signature