



Laramie County Shooting Sports Complex Facility Rental Agreement

13802 Bullseye Boulevard
Cheyenne, Wyoming 82009
(307) 775-7484
shootingsports@laramiecounty.com
<http://www.laramiecounty.com>

This Rental Agreement is dated _____, 20____ by and between the Laramie County Shooting Sports Complex (the Range/LCSSC), and _____ [insert name] , (the Renter).

In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. **FACILITY and RENTAL PERIOD.** The Range rents to Renter the _____ in _____, for the following Rental Period(s):
Insert the date(s) and time(s) when the Renter will be allowed to use the Facility.

2. **RENT AND SECURITY DEPOSIT.** Renter will pay the Range a rental fee of \$_____ at the signing of this Rental Agreement. Renter will also pay the Range a security deposit of \$_____ at the signing of this Rental Agreement.
3. **LATE CHARGES.** It is the Renter's responsibility to ensure that the method of payment provided to LCSSC is a valid method of payment. In addition to the processing fee for any payment that is declined or returned, LCSSC reserves the right to immediately limit or terminate any or all rental privileges or Memberships.
4. **OBLIGATIONS OF RENTER.** At the end of each Rental Period, Renter will return the Facility in a neat, orderly and clean condition. Renter will be responsible for, and liable to, the Range for all repairs to the Facility required as a result of damage caused by Renter and Renter's guests. If Renter and guests cause damage to the Facility, Range may retain all or a portion of the security deposit. If the Range retains any of the rental deposit, it will give written notice to Renter specifying the amount retained and the reasons therefore. The Range's remedies for damage shall not be limited to retention of the security deposit, and the Range may pursue any additional remedies authorized by law to recover its damages or losses.
5. **OCCUPANCY.** Occupancy of the Facility will be limited to _____ persons.
6. **SMOKING and ALCOHOL.** Smoking is prohibited in the Facility. Possession of Alcohol is prohibited in the Facility. Renter will not serve or bring alcohol into the Facility nor permit Renter's guests to serve or bring alcohol into the Facility.
7. **INSURANCE.** Renter will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Laramie County Shooting Sports Complex is an additional insured with combined single limit coverage of \$1,000,000 per

occurrence and \$1,000,000 in the aggregate, and Renter will furnish the Range with a certificate of insurance prior to the Event.

8. **LIABILITY AND WAIVER OF LIABILITY.** The Primary Facility Renter/Member shall be financially responsible and liable for any property damage resulting from the acts or omissions of such Facility Renter, their family or guests on the LCSSC premises, including damage resulting from shooting the target carrier (intentionally or unintentionally) or damage to any furniture, facilities, or Range property at the Range. The Renter is fully responsible for the loss or theft of, or damage to, any firearms or other personal property the Renter brings to the Range, or leave in their car on the LCSSC premises. The Renter hereby releases and holds harmless the LCSSC and each of its respective members, managers, officers, employees, and agents (the "LCSSC Affiliates"), from and against any claim arising out of or relating to the loss or theft of, or damage to, any such property and any claim for bodily injury arising out of the use of the Premises by the Renter, their family members and guests. In no event will any LCSSC Affiliates have liability for any indirect, incidental, special, consequential or punitive damage, even if advised of the possibility of such damages.
9. **GUEST POLICY.** Any other persons accompanying a Facility Renter in the Range shall be considered a guest. The Renter may bring guests to the Range provided the Renter signs them in at the Front desk. Only Guests who have completed the Range Orientation and signed the Range Waiver Form are permitted to use the Range at the time of their visit. The Renter is responsible for supervising guests at all times while they are on the LCSSC premises, and for any damages to the premises or Range caused by guests.
10. **ASSUMPTION OF THE RISK.** The Renter acknowledges and agrees that the firing range operated by LCSSC involves the use and discharge by you and others of pistols, rifles, shotguns, air guns, and other weapons, which are potentially dangerous activities. The Renter acknowledges and agrees that those activities involve certain risks and exposure to bodily injury or death, which risks and exposure the Renter voluntarily assumes by becoming a Facility Renter/Member of the Range and using its facilities. In consideration of the use of LCSSC facilities by the Renter, his/her family members and guests, The Renter hereby accepts and assumes full responsibility for any and all injuries, losses or damages sustained or incurred by the Renter, their family or guests resulting from or arising out of any activity or event occurring on the LCSSC premises, and release in full and forever discharge the LCSSC Affiliates, whether acting officially or otherwise, on behalf of the Renter, family members, guests, heirs, executors, administrators and personal representatives, from and against any and all claims, demands, or causes of action for any injury, death, property damage, loss, claim, or liability resulting from or arising out of any activity or event occurring on the LCSSC premises.
11. **GOVERNMENTAL IMMUNITY** Laramie County and LCSSC does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Membership Application and Agreement. Further, Laramie County and LCSSC fully retain all immunities and defenses provided by law

with regard to any action, whether in tort, contract or any other theory of law, based on this Facility Rental Agreement.

12. **INDEMNIFICATION AND HOLD-HARMLESS.** By execution of the Application and use of LCSSC facilities, the Renter agrees to defend, indemnify and hold harmless the LCSSC Affiliates from and against any claims, lawsuits, damages, liabilities, expenses or costs the LCSSC Affiliates may incur, including attorneys fees of counsel acceptable to LCSSC (“Claims and Damages”), arising out of or resulting from the acts or omissions of the Renter, his/her family members or guests. Moreover, you agree to defend, indemnify and hold harmless the LCSSC Affiliates from and against any Claims and Damages arising out of or resulting from claims asserted against LCSSC Affiliates by your family members and guests.
13. **ASSIGNMENT.** This Rental Agreement is not assignable to any other person or entity.
14. **CANCELLATION.** The rental fee will not be refunded if notice is received less than ___ days before a Rental Period, unless the Facility is subsequently rented for the same date.
15. **RIGHT OF ENTRY AND TERMINATION.** The Range, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter’s conformance to this Agreement. If the Range determines, in its sole judgment, that Renter has breached a term of this Agreement, the Range shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.
16. **CONFORMANCE WITH THE LAW.** Renter agrees that Renter will abide by and conduct its affairs in accordance with the Range Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. Renter shall not engage in or allow any illegal activity to occur at the Facility.
17. **RANGE RULES.** LCSSC may establish rules, regulations and policies concerning the operation of the Range (the “Rules”) from time to time. The Rules and all changes thereto shall be provided to the Facility Renters/Members and shall be posted on the website. The Renter acknowledges and agrees to follow the Rules at all times, and to insure that the Renter’s guests and family members follow such rules. Any violation of the Rules by the Renter or his/her guests or family members shall be grounds for immediate suspension or termination of all of or a portion of the Renter’s Facility Use and Membership privileges.
18. **MISCELLANEOUS**

The types of Facility Rental options available, applicable fees, suspension or expulsion of Renters and all other matters affecting or relating to the Facility renter shall be at the sole discretion and control of LCSSC.

 - a. It is the policy of LCSSC to accept applications for Facility rental from any individual, couple, facility or business that meets the requirements established from time to time by LCSSC, without regard to race, color, creed, gender, religion

or national origin, nor shall such matters ever be made a condition of Facility Rental/Membership.

- b. The Renter acknowledges that there have been no promises, warranties or representations, express or implied, pertaining directly or indirectly to the Facility Rental which are not contained herein, in the Application or on the LCSSC website.
- c. In any dispute relating to non-payment of dues or charges for damage to the premises or personal property by the Renter, his/her family or guests, the Renter shall be responsible for any attorney's fees' and/or costs incurred by LCSSC in enforcing its rights under these Terms and Conditions.
- d. Any waiver by LCSSC of any right or obligation hereunder shall be deemed a continuing waiver and no failure by LCSSC to exercise, in whole or in part, any rights provided to LCSSC hereunder shall prevent the later exercise of such right or any other right. No waiver by LCSSC shall be effective unless such waiver is in writing and signed by LCSSC.
- e. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remaining terms or provisions hereof, which remaining terms and provisions shall remain unmodified and in full force and effect.
- f. The rights and obligations of the parties arising out of the Facility Rental Agreement, including the terms and conditions set forth herein, as amended from time to time, shall be governed by the laws of the State of Wyoming.
- g. The Renter grants unto LCSSC all rights, title, and interest in any and all photographic images and video or audio recordings that are made by the Range during my membership at the Range, including, but not limited to, any royalties, proceeds, or other benefits that are derived from such photographs or recordings.

The parties have executed this Agreement at 13802 Bullseye Boulevard, Cheyenne, Wyoming 82009 this ____ day of _____, 20__.

By RENTER

By (Manager)

Laramie County Shooting Sports Complex, 13802 Bullseye Boulevard, Cheyenne, Wyoming 82009