

BYLAWS OF THE STRATEGIC EDGE GUN RANGE

CHAPEL HILL, TENNESSEE
Amended 2018

ARTICLE 1 NAME

The name of this organization is Strategic Edge Gun Range, hereinafter referred to as "the Range". The official geographical location shall be 2613 Highway 270 Chapel Hill, TN 37034. The official mailing address shall be P.O. 128, Chapel Hill, TN 37034.

ARTICLE 2 PURPOSE

The object and purpose of this organization shall be: the encouragement of organized rifle and pistol shooting among the citizens and youth of the United States who reside in or near Middle Tennessee with a view toward a higher knowledge on the part of such citizens and youth of the safety; the use; the safe-handling; and proper care of firearms. We promote improved marksmanship and responsible gun ownership. It shall be our further object and purpose to forward the development of the characteristics of honesty, good fellowship, good citizenship, self-discipline, team play, self-reliance, and personal responsibility which are the essentials of good sportsmanship and the foundation of true patriotism.

ARTICLE 3 MEMBERSHIPS

Any citizen of the United States above the age of 21 years may become a member of this organization upon approval of the Range after:

- (1) Subscribing to the following pledges herein;
- (2) Agreeing to abide by all Range, Safety and Facility Rules now and in the future;
- (3) Paying of the application fee and applicable annual dues; and,
- (4) Attending the Range's safety orientation session.

NRA PLEDGE

I CERTIFY that I am a citizen of good report of the United States of America; that I am not a member of any organization or group having as its purpose or one of its purposes the overthrow by force and violence of the Government of the United States or ally of its political subdivisions, that I have never been convicted of a crime of violence; and that, if admitted to membership, I will fulfill the obligations of good sportsmanship and good citizenship.

Signature: _____ Date: _____

STRATEGIC EDGE PLEDGE

I CERTIFY that I have received and read a copy of the Strategic Edge Inc., Gun Range Bylaws and Range, Safety and Facility Rules. I further agree to abide by such rules now and in the future. I also understand that if I violate such rules and/or policies, then my membership, as well as all privileges passing with such membership may be forfeited at the sole and complete discretion of the Range.

Signature: _____ Date: _____

(A) INDEMNITY:

Each member shall execute and submit the enclosed indemnity agreement indemnifying Strategic Edge, Inc. and its agents, employees and volunteers from any loss which might occur on the premises.

(B) EQUAL OPORTUNITY:

Membership in the Range is, upon meeting all application provisions, open to all citizens of good repute, without regard to race, gender, age, religion, creed, sexual orientation, disability, ethnicity or national origin. The Range shall determine at its own sole and complete discretion the issue of "good repute" as it relates to each member and shall be entitled to perform a reputable and thorough background investigation on each prospective member using the biographical data provided by said prospective member. Copies of the background investigation will NOT be printed on paper nor placed in the applicants file. The results of the background investigation will NOT be provided to the applicant, or any other person, by agreement with the records provider.

(C) LIMITED MEMBERSHIP

The number of members will be limited in order to allow each member to have an adequate opportunity to enjoy the facilities provided by his/her membership. The number of members shall be set by the Range annually and may be raised or lowered, as needed. If the number of members is lowered, members in good standing will not be terminated. Lowering the number of members will be accomplished gradually by not filling vacancies left by failure to pay dues or by self-terminated memberships.

(D) SCHEDULE of Fees and Dues (includes sales tax)

1. \$50.00 ONE-TIME APPLICATION & PROCESSING FEE (Non-Refundable)
2. \$250.00 ANNUAL REGULAR MEMBERSHIP DUES
3. \$30.00 SPOUSE ANNUAL DUES
4. \$30.00 CHILD (REGULAR MEMBER'S CHILD, UNDER 21) DUES
5. \$200.00 LONG DISTANCE (RESIDES OVER 75 MILES DISTANCE) ANNUAL DUES
6. \$200.00 SENIOR (AGE 65 OR OVER) ANNUAL DUES
7. \$200.00 U.S. MILITARY VETERAN ANNUAL DUES
8. \$10.00 FOR LOST MEMBERSHIP CARD

ARTICLE 4 DUES

- (a) ALL dues to the Range, as described above in Article 3(D), may from time-to-time be set and determined by the Range.
- (b) No member of the Range in arrears shall be eligible to enjoy any of the privileges offered by the Range.
- (c) Members of the Range in arrears shall be removed from the membership rolls after one (1) month (31 Days) of non-payment. Members removed for non-payment may be put on the membership waiting list and wait for a vacancy prior to submitting a new membership application. Serial occurrences of late or non-payment may result in membership denial.

- (d) All fees and annual dues must be pre-paid as part of the application process. Applicants denied membership will be reimbursed in full, except for the application fee, which is non-refundable.
- (e) Annual dues are due and payable by June 30 of each calendar year. Members who join throughout the year will pay a pro-rated fee based on this due date. Email notice for annual dues will be sent to all members. For new members joining the Range after June 30 – the pro rata share shall be determined on a quarterly basis as follows:
 - 1st Dues paid July 1 through September 30 – Full Annual Dues;
 - 1st Dues paid October 1 through December 31 – 75% of Annual Dues;
 - 1st Dues paid January 1 through March 31 – 50% of Annual Dues; and
 - 1st Dues paid April 1 through June 30 – 25% of Annual Dues.

ARTICLE 5 RANGE, SAFETY and FACILITY RULES

It is the intention of the Range to provide an enjoyable, safe and educational environment for the promotion and tutoring of shooting sports and individual marksmanship for the public, children, public safety and military.

With that in mind, we demand a strict adherence to the Range Rules in order to best accomplish our most important criteria – SAFETY!

The Range, Safety and Facility Rules (the Rules) are incorporated as part of this document and are attached for reference. The Rules will be posted at the range clubhouse and will be emailed to all members from time to time to serve as a reminder. Ignorance of the Rules will not be accepted as an excuse for a violation of the Rules.

Members will be subject to 24-hour video surveillance for safety and security purposes.

The Range property is for members and their guests only. Trespassers are subject to criminal and/or civil prosecution. Members are required to show their Member ID Cards and a State issued identification upon request of the Range or any Range member. Anyone deliberately damaging Range facilities or equipment, or anyone removing Range property without proper authorization is subject to arrest and prosecution under any applicable criminal and/or civil laws.

ARTICLE 6 AMENDMENTS

Bylaws may be amended or repealed by Strategic Edge at any time. Members shall be made aware of changes to the bylaws by being posted in the Range house and by regular mail or email (if applicable).

ARTICLE 7 POLITICAL ACTIVITIES

Signs or distribution of political; anti-political; or anti-government materials on the premises of Range property is prohibited. Political endorsements, advocacy and support shall not be publicly displayed or spoken to members or guests while on the premises of the Range at any time. These restrictions are not to prohibit or impede free speech of members or guests nor do they apply to political signs on vehicles or clothing. In fact, the Range encourages our members to be active in their own jurisdictions and vote in their respective local, State and Federal elections. These rules in Article 7 are set to encourage and provide a stress free, non-hostile and apolitical environment for the intentions stated in the PURPOSE section of this document. Members may rent the range for a private

political, charity, special interest or fundraising event wherein political speech or advertising may be permissible.

ARTICLE 8 PRIVACY

The Range will not share, sell, nor disclose private information about its members or their personal information to any person, corporation or government without service of subpoena. All private or sensitive information will be kept in a secure, off-site location at all times.

ARTICLE 9 WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

This agreement is hereby made and executed by and between Strategic Edge Gun Range (hereinafter referred to as the Range) and _____, (address)
PRINT APPLICANT NAME
_____, (hereinafter referred to as member, on this _____
PRINT APPLICANT ADDRESS
day of _____, 20____, in consideration of a membership to the Range.

1. In consideration for receiving permission to participate in membership to the **Range**: I hereby release, waive, discharge and covenant to release from any liability Strategic Edge Inc., its officers, Board of Advisors, owners, servants, agents, employees, instructors, safety officers, representatives, and volunteers (hereinafter referred to as "releases") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, perceived loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releases, actions in tort or contract, or otherwise, while participating in the **Range** or any use, enjoyment, or presence upon the premises.
2. I am fully aware of risks and hazards connected with being on the premises and participating in the **Range**, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in the Range. I hereby elect to voluntarily participate in the **Range**, to enter upon the above-named premises and engage in dangerous activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant or on the premises of the **Range**, whether caused by the negligence of releases or otherwise.
3. I further hereby agree to indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damage or costs they may incur due to my participation in the **Range**, whether caused by the negligence of any or all of the releases, in contract or tort, or otherwise. I further hereby agree to reimburse the releasees for any reasonable attorney's fees and related cost of defense including but not limited to court costs, costs of experts, court reporters, deposition costs in defense of any and all claims against them.
4. It is my express intent that this Release shall bind members of my family and spouse, If I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant NOT TO SUE the above-named releases.

In signing this Release, I acknowledge and represent that:

- A. I have read the foregoing Release, I understand it fully, and sign it voluntarily as my own free act and deed;
- B. I have read the Bylaws, and Range Safety and Facility Rules and Rules in their entirety. I understand that these rules and laws are an important part of risk-mitigation. I also understand that even if I, and my guests follow the Bylaws, Range Rules and basic safety rules that there is no guarantee of my safety or the safety of my family or my guests;
- C. I understand that shooting and being around firearms is inherently a dangerous activity and that my presence on a gun range where people over whom I have no control will carry, possess, move, transport and fire weapons or firearms that could inadvertently result in my, my family's or my guests' serious injury or death;
- D. I also understand that persons who may have developed a mental disorder could use firearms to do harm to others and that while the Range does make an effort to limit its members to persons who are not a recognizable threat to others, that the system used to do so provides no guarantee that such an injured individual will gain access to the Range either by membership or guest status.
- E. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made to me;
- F. I am at least twenty-one (21) years of age and fully competent; or I am under the supervision of a fully competent adult, and I am not under the influence of any alcohol, or mind or mood altering drug;
- G. I understand that Range Safety Officers (RSO's) will not always be present and even if a RSO is present I will be using the facilities at my own risk. I also understand that a RSO will not always be able to protect me even if one is present;
- H. I execute this Release for full, adequate and complete consideration, intending to be bound by same.
- I. I submit to the jurisdiction of the courts of Marshall County if not superseded by federal law wherein the Middle District of Tennessee has jurisdiction for any dispute against Strategic Edge, Inc. and/or Strategic Edge Gun Range. At Strategic Edge, Inc.'s complete and sole discretion, the matter may be removed from state court or federal court and submitted to binding arbitration with a neutral arbitrator to be chosen by the rules and procedures of the American Arbitration Association procedure if a neutral arbitrator cannot be agreed upon by the parties.

In witness whereof, I have hereunto set my hand and seal this the ___ day of _____, in the year _____. Location: _____.

Place where signed: (i.e., "Range")

Applicant Signature: _____ Printed: _____

Witness Signature: _____ Printed: _____