

## **River Bend Golf & Recreation Society Biathlon Range Use Agreement:**

Agreement to comply with these range rules, guidelines, and insurance requirements set forth, and to be bound by these indemnity and waiver requirements when using the biathlon range at River Bend Golf & Recreation Area.

### **Governance:**

1. The Biathlon Range at the River Bend Golf & Recreation Area is operated pursuant to the Canadian Firearms Act.
2. The Biathlon Range at the River Bend Golf & Recreation Area and as such, is governed by the bylaws of The City of Red Deer. The Range is owned by The City of Red Deer and is operated and maintained by the River Bend Golf & Recreation Society. Unless stated otherwise, these Range Rules and Guidelines apply to the Biathlon range.

### **Enforcement:**

1. This Range Rules and Guidelines shall be enforced by certified Range Safety Officers, and or the Royal Canadian Mounted Police (RCMP).

### **Permitted Range Users:**

1. All range users must:
  - a) Be under the supervision of a certified Range Safety Officer;
  - b) Be shooting in pre-assigned lanes at pre-booked practice times;
  - c) Have signed this Biathlon Range Agreement to be bound by the Biathlon Range Rules, Guidelines, Insurance, Indemnity and Waiver Requirements;
  - d) Abide by any posted signage and written Rules & Guidelines
2. All range users must be supervised by a certified Range Safety Officer who will be responsible for ensuring that the range user adheres to all Range Rules and Guidelines. It is permissible to have two or more participants also act as a Range Safety Officer. While acting as the Range Safety Officer, they will not be active participants and must solely take the role and responsibilities of the Range Safety Officer. For example in the case of 2 participants where both are Certified Range Safety Officers, one participant will be the Range Officer while the other shoots. They then switch roles. At no time would both individuals be participants.
3. Any introductory group must be booked in advance and have an approved Range Safety Officer onsite who is not involved with the coaching or instruction of the range users.

### **Range Safety Officer:**

1. Only persons over 18 years of age having their Range Safety Officer certification will be permitted to act as Range Safety Officers.

2. The Range Safety Officer is responsible for:
  - a) Opening and closing the range
  - b) Enforcing all rules and guidelines.
  - c) Being present at all times that the range is in operation
3. During biathlon competitions, the Chief of Range, or his/her designate, is the Range Safety Officer.

### **Range Scheduling:**

1. All range use must be booked 2 Days in advance with the River Bend Golf and Recreation Area by a Range Safety Officer. All Range Safety Officers will be notified of any range closures. Absolutely no range use will be permitted during these times.
2. All Biathlon special events, time trials, or non-regular practice sessions must be applied for and, if approved, will be permitted as special events at the River Bend Golf & Recreation Area Biathlon Range. Special conditions and restrictions may apply.

### **Range Operation:**

1. The River Bend Biathlon Range is open from 9:00 a.m. to dusk daily. The River Bend Park is open from 9:00 a.m. to 9:00 p.m., daily.
2. Red and green safety flags, under the control of the Range Safety Officer, must be used when the range is being operated. The red flag indicates that the range is open for shooting. The green flag indicates that the range is closed to shooting. The green flag must be prominently displayed when it is necessary to step in front of the firing line. All range users must remain behind the firing line when the red flags are up and the range is in use. Regardless of the flag in place, it is imperative that all users of the range be safety conscious. The last person on the range, or Range Safety Officer, must stow flags in their storage areas.
3. When the range is closed, all firearms must be unloaded and removed from the firing line. When the range is closed during training, range users must unload their firearms and step well away from any firearms on the firing line.
4. The only targets, firearms and ammunition permitted on the range are as follows:
  - a) International Standard .22 in. (5.6 mm) Long Rifle (LR) rim fire ammunition. The bullets must be made of a uniform substance, lead or a similar soft material such as a lead alloy. The muzzle velocity must not exceed 380 m/s, measured 1 m after leaving the muzzle.
  - b) The only approved targets are the metal targets provided and proper paper zeroing targets (absolutely no other objects to be used).
  - c) No other part of target is to be fired at, for example paddles to cover target spot or orange paddle below target springs and ropes, lane numbers and wood framing, etc.
  - d) Air rifles and air rifle targets will also be permitted on the range.

5. Any ejected live rounds and or miss-fired shells must be immediately reported to the supervising Range Safety Officer and properly disposed of when it is safe to do so, or immediately following the completion of practice.
6. Each individual range user is responsible for the safe handling of his/her firearm, in accordance with the rules and guidelines outlined by the International Biathlon Union (Section 8.5 in the IBU Event and Competition Rules).
7. Pursuant to the Canadian Firearms Act, all range users must be lawfully entitled to possess the firearm in use. The use of a firearm by any other person must be under the direct and immediate supervision of the person lawfully entitled to possess the firearm. This is particularly important for range users new to the sport and younger athletes. During a competition, the Chief of Range (or any other Biathlon Official) is not responsible for said supervision.
8. Firearms and live ammunition must not be left unsupervised at any time. When not in use, unloaded firearms must be placed in a firearm rack with the bolt open. Unsupervised firearms and ammunition will be seized.
9. When transporting a firearm in either the RBGR Area or The City of Red Deer, the firearm must be in a case (hard or soft), unless on the range or competition trail.
10. Any unsafe handling of a firearm will not be tolerated. In such a case, the approved Range Safety Officer has the power to immediately suspend range use privileges of the offender. Any suspension must be reported as soon as possible to the River Bend Golf and Recreation Area Administration Office by the approved Range Safety Officer for further action, which may include banning from the RBGRA Biathlon Range. When assigned a shooting lane and target, it is the range user's responsibility to leave both the firing lane and target area clean and free of all garbage, including paper targets. If an assigned lane or target area is found to be dirty, report the condition immediately to the RBGRA Administration Office. The club or group previously using that lane will be liable for damages or clean-up.
11. All garbage must be removed and deposited in the containers provided. Mats, ropes, shovels, racks, flags and other equipment shall be stored in their appropriate places.
12. Any damage or problems with the biathlon range or range equipment must be reported immediately to the RBGRA Administration Office.
13. Smoking on the firing ramp is not allowed. Persons under the influence of, or in possession of, alcohol or drugs are not permitted in the range area. No foul language or arguing in range area is permitted. Cooperation among user groups is expected.
14. Dogs are not permitted in the Biathlon Range.

### **Biathlon Range:**

1. Range use in violation of the Biathlon Range Agreement may result in the loss of privileges and possible charges under federal and provincial legislation.
2. Approved Range Safety Officers who are found to be in violation of the Biathlon Range Agreement will be reprimanded and may lose range safety officer or range use privileges.
3. The range user must complete the Declaration of Insurance and the Waiver of Liability forms before setting foot on the biathlon range.

### **Liability:**

1. As a range user, I hereby agree to, at my own expense or the expense of my organization or association and without limiting my liabilities herein, to maintain Liability Insurance, in accordance with the Alberta Insurance Act, in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof.
2. As a biathlon range user, I hereby agree to indemnify and hold harmless the River Bend Golf and Recreation Society and The City of Red Deer from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which I am legally responsible, including those arising out of negligence or willful acts by me. This hold harmless provision shall survive this Agreement.
3. In consideration of acceptance of my use of Biathlon Range at the River Bend Golf & Recreation Area, I agree to this release of claims, waiver of liability and assumption of risks (collectively "this Release"). I waive any and all claims I may have against, and release from all liability, and agree not to sue, the River Bend Golf and Recreation Society or The City of Red Deer and their directors, officers, officials, servants, agents, sponsors, employees, and volunteers for any personal injury, death, property damage or loss sustained by me as a result of my use of the Biathlon Range at the River Bend Golf & Recreation Area Range arising out of any cause whatsoever.

I acknowledge and accept all of the inherent risks associated with the use of the Biathlon Range at the River Bend Golf & Recreation Area Range and the possibility of personal injury, death, property damage or loss resulting therefrom. In entering into the Release I am not relying on any oral or written representations or statements made by any person, organization, agency or government, including those in any brochures issued to induce me to take part in the use of the Biathlon Range at the River Bend Golf & Recreation Area.

### **Acceptance**

I hereby agree to carry out my activities in accordance with the River Bend Golf & Recreation Society Biathlon Range Use Agreement outlined above. I further agree to comply with all applicable federal and provincial statutes and regulations and to comply with lawful instructions given by RBGRA staff and the Range Officer. I hereby agree to comply with the insurance requirements and to be bound by the indemnity and waiver requirements set out above. I acknowledge that failure to comply with the any of the above-noted rules, guidelines, laws or instructions may result in cancellation of my Biathlon range access and immediate suspension of all activity. I agree to repair, replace or reclaim to the satisfaction of RBGRA staff, any and all damages that result from my activities.

This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity; This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta; and any litigation involving the parties to this Agreement shall be brought within the Province of Alberta. If the participant is 18 YEARS OF AGE OR OLDER, the following MUST BE COMPLETED:

I confirm that I am of the full age of 18 years, have read and understood this Release prior to signing it, and agree that this Release will be binding upon me, my heirs, next of kin, executors, administrators and successors.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

Signature of Participant

\_\_\_\_\_

Print Name of Participant Club Affiliation:

Biathlon Range Agreement  
River Bend Golf & Recreation Area 3800 River Bend Drive,  
Red Deer Alberta T4P 0Y4  
403-343-6341 ext: 2

UNDER THE AGE OF 18, the following MUST BE COMPLETED by his/her PARENT or LEGAL GUARDIAN: I, as the parent/legal guardian of the participant named herein, hereby agree for myself, my heirs, next of kin, executors, administrators and successors to the above release.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ Signed in the Presence of:

\_\_\_\_\_ Printed Name of PARTICIPANT

\_\_\_\_\_ Printed Name of Parent or Legal Guardian

\_\_\_\_\_ Signature of Parent or Legal Guardian

\_\_\_\_\_ Printed Name of Witness

\_\_\_\_\_ Signature of Witness

RBGRS, pursuant to the agreement with The City of Red Deer and related contract, has the responsibility for the administration and the management of the personal information being collected for the purposes of enabling the RGBRS to carry out this responsibility. Personal information will not be used or disclosed for any other purpose than stated, without your written consent or unless requested.

9 January 2018