



Mailing: 550 Beagle Road, Rockwood, PA 15557

Physical: 624 Humbert School Road, Rockwood, PA 15557

Email: admin@shamrocksportingclays.com

Course Manger: (814) 233-3916

Clubhouse Manager: (814) 233-1768

Office: (814) 634-7451

Shamrock Corporate Membership Application

Business Name _____

Type of Business _____

In Business Since: _____

Address _____

City _____

State _____

Zip _____

EIN _____

Phone _____

Email _____

AP Contact _____

AP Phone _____

AP Email _____

Are you a member of any other clubs? (Sportsman's Clubs, Country Clubs, Etc.)

Yes

Please list clubs: _____

No

Were you referred by another member?

Yes

Please list member: _____

No

If sales tax exempt, please provide a copy of the form with this completed application.

The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the Corporation and that this Agreement is binding upon the Corporation in accordance with its terms.

Signature _____

Print _____

Title _____

Date _____

Membership Agreement, Waiver, and Release

Please read carefully before signing.

ALL MEMBERS MUST FILL OUT AND SIGN THIS RELEASE. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

In consideration for permission to participate in target shooting, hunting, and other outdoor activities as a shooter or observer ("Shooting Activities") at the facility operated by Shamrock Sporting Clays, LLC ("Shamrock") located at 624 Humbert School Road, Rockwood, PA 15557 (the "Facility"), intending to be legally bound, I, _____, hereby agree to the following:

Print Corporate Member Name

1. Costs and Fees. I agree to pay all costs and fees when due (including without limitation all membership dues and clubhouse purchases and rentals) and to keep my account current at all times. Delinquent accounts may be subject to service charges and Members with delinquent accounts may be subject to suspension or termination of membership at Shamrock's sole discretion.

2. Rules and Regulations. I agree to abide by all posted rules and regulations, as amended by Shamrock in its sole discretion from time to time, including without limitation, the following:

- a) Reservations for course times are required and available on a first come, first serve basis. Please note that scheduled events take priority over individual reservations. Please call the course manager to make reservations.
- b) Consuming alcoholic beverages or other intoxicants prior to or during Shooting Activities is strictly prohibited. No person engaging in Shooting Activities may be under the influence of any drug or other substance that impairs cognitive function or physical coordination.
- c) Attire that is appropriate for Shooting Activities is required at all times (closed-toed shoes, ear and eye protection, shirts and pants or shorts).
- d) The Facility is open to Members from May 1 until October 31 of each calendar year. No person may begin Shooting Activities after 5pm. All Members must exit the Facility by 10pm.
- e) Members must pay \$10.00 for any clays card that is lost or misplaced by a Member or his/her guest. Unused clays on a lost card are forfeited.
- f) Members may not intentionally or negligently damage the Facility or cause injury to other Members.
- g) Each Member must be at least 18 years of age to be present at the Facility and/or participate in any Shooting Activities. Guests under the age of 18 must be accompanied by a parent or guardian.
- h) Cigars are available for purchase at the bar but must be lit and smoked outside and disposed of properly.
- i) No outside alcohol is permitted on the premises, and no open alcoholic beverages may leave the premises.
- j) No alcohol will be served to anyone under 21 years of age and no minors may be seated at the bar.

- k) Shamrock has the right to refuse service to anyone at our discretion. Members must respect the bartender's decision in doing so.
- l) Members must be respectful of other members and clubhouse/course staff.
- m) Golf carts are available for use. No more than four occupants are permitted on each golf cart at any time and no one under the age of 16 is permitted to operate a cart at any time.
- n) Golf carts and rented firearms must be promptly returned to the clubhouse after completion of the round.
- o) Members may bring their own golf cart or side by side to the course. The minimum state liability insurance is required to do so.

These rules and regulations are subject to change at the sole discretion of Shamrock. Members will be notified at their last known address or email of any changes made.

Violation of any rule or regulation issued by Shamrock may result in ejection from the facility, suspension or termination of membership, and/or referral to law enforcement authorities.

3. Firearms Licensing, Knowledge, and Safety. I represent and warrant that I am legally permitted (and licensed, as required) to possess and operate firearms in the United States and the Commonwealth of Pennsylvania. If I conceal-carry any firearm while at the facility, I will produce my valid license to do so upon demand by Shamrock. I further represent that I have been trained (or have acquired significant knowledge or experience) in the operation of firearms, including firearm safety and security. While at the facility, I agree to consult with a Shamrock staff member immediately if I have any firearm safety questions or concerns, or I experience any firearm issues that may endanger myself, other people, or Shamrock property (jams, misfires, accidental discharge, etc.). Ammunition is subject to inspection at any time by Shamrock. Only 7.5, 8 and 9 lead shot may be used on the course.

4. WAIVER, RELEASE, and INDEMNIFICATION AGREEMENT. In consideration for my being permitted to participate in the activities and be present at the Shamrock Sporting Clays LLC ("Shamrock") facility at 624 Humbert School Road, Rockwood, PA 15557 (the "Facility") as a shooter or observer, I, on behalf of myself (referred to as "I" or "me") agree to the terms of the following Agreement:

I acknowledge that target shooting, hunting, and other outdoor activities ("Shooting Activities") have inherent risks, hazards and dangers for anyone that cannot be eliminated, particularly in a wilderness environment like that at Shamrock. I UNDERSTAND THAT THESE RISKS, HAZARDS AND DANGERS INCLUDE, WITHOUT LIMITATION: (1) USING FIREARMS; (2) BEING NEAR OTHERS USING FIREARMS; (3) BEING STRUCK BY PROJECTILES, INCLUDING AIRBORNE CLAY TARGETS AND AMMUNITION; (4) WALKING IN RUGGED COUNTRY AMONG WILDLIFE; AND (5) DANGEROUS OR INCLEMENT WEATHER.

I understand these and other risks, hazards, and dangers of Shooting Activities and I have had the opportunity to discuss them with Shamrock staff. I understand that Shooting Activities require good physical conditioning and a high degree of skill and knowledge. I hereby represent that I am, and will be at all times while participating in Shooting Activities, in good physical condition and I possess the degree of skill and knowledge necessary for me to safely engage in Shooting Activities. Shamrock strongly recommends that you consult physician before engaging in Shooting Activities.

I AM AWARE AND UNDERSTAND THAT THE SHOOTING ACTIVITIES ARE POTENTIALLY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF SHAMROCK, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN ANY OR ALL OF THE SHOOTING ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN, OBSERVATION OF, OR PROXIMITY TO, SHOOTING ACTIVITIES, HOWEVER CAUSED.

I elect to participate in Shooting Activities despite full knowledge and appreciation of the risks set forth above as well as other risks to my person and property that may accompany Shooting Activities or presence at the Facility.

I acknowledge my duty to exercise good judgment and act in a responsible manner while participating in the Shooting Activities, or anything related thereto. I will refrain from participating in any Shooting Activities, or anything related thereto, when under the influence of drugs and/or alcohol. I will properly use all safety equipment provided for any Shooting Activities, or anything related thereto. I represent that I am, and will be at all times while at the Facility, in compliance with all applicable state and federal firearms laws and regulations, and that I am authorized per law to use a firearm.

ON BEHALF OF MYSELF AND MY HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUBROGORS, AND ASSIGNS (COLLECTIVELY, "MY PARTIES"), I HEREBY FOREVER RELEASE, REMISE, AND DISCHARGE, AND COVENANT NOT TO SUE UPON, ANY AND ALL RIGHTS, DEMANDS, CLAIMS AND CAUSES OF SUIT OR ACTION, KNOWN OR UNKNOWN, WHETHER ARISING NOW OR IN THE FUTURE, THAT I HAVE NOW OR MAY HAVE IN THE FUTURE AGAINST SHAMROCK SPORTING CLAYS, LLC, BANSHEE FARMS, LLC, AND JASON SVONAVEC AND ANGELA SVONAVEC AND THEIR RESPECTIVE MEMBERS, OWNERS, ADMINISTRATORS, INSTRUCTORS, INDEPENDENT CONTRACTORS, OFFICERS, EMPLOYEES, ASSIGNS, AND AGENTS OF SUCH PARTIES, AS APPLICABLE (COLLECTIVELY, "SHAMROCK PARTIES"), FOR ANY AND ALL INJURIES, INCLUDING DEATH AND PROPERTY DAMAGE IN ANY MANNER ARISING IN ANY WAY OUT OF MY PARTICIPATION IN SHOOTING ACTIVITIES OR MY PRESENCE AT THE FACILITY, INCLUDING ANY CLAIMS AND CAUSES OF SUIT OR ACTION CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE, ACTIONS OR INACTIONS OF THE SHAMROCK PARTIES. If, despite this Agreement, I, or anyone acting on my behalf makes a claim against any of the terms of this Agreement, I, OR THOSE ACTING ON MY BEHALF, AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE SHAMROCK PARTIES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE TERMS OF THIS AGREEMENT, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE SHAMROCK PARTIES OR OTHERWISE.

I hereby agree, on behalf of myself and My Parties, to indemnify and hold harmless the Shamrock Parties with respect to any and all claims (including any claims brought by me, by any of my personal representatives, successors or assigns, or by any third parties), losses, liabilities or damage (including, without limitation, damage to the person or property of others or the property of Shamrock Parties) and

attorney's fees that arise out of or relate in any way to my act(s) or omission(s) in connection with Shooting Activities or being present at the Facility. I am responsible and liable for any damages or injuries I cause to any property, person or entity while participating in Shooting Activities.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention as a result of my participation in the Shooting Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Shamrock Parties from any claim based on such treatment or other medical services.

I hereby authorize Shamrock to use my name, image, likeness, and voice, in any medium whatsoever, whether recorded photographically, digitally, on video or audio recordings, or otherwise, in connection with any and all promotional and educational materials of Shamrock, without compensating me for such use.

This Agreement constitutes the sole and entire agreement between Shamrock and me with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Shamrock Parties and me and our respective heirs, successors and assigns, as applicable. All matters arising out of or relating to this Agreement shall be governed by the internal laws of the Commonwealth of Pennsylvania without regard to conflicts of law principles. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Somerset County, Pennsylvania and I hereby consent to the exclusive jurisdiction of such courts.

This Agreement shall remain in full force and effect for all Shooting Activities I engage in at the Facility at any period of time. I HAVE READ THIS AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS THAT I WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE SHAMROCK PARTIES' FAULT, NEGLIGENCE, ACTIONS OR INACTIONS, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

GENERAL INFORMATION:

Please see Addendum A for membership benefits.

All membership fees are payable for an entire season (May 1 to October 31) and are due May 1 of every year. Invoices detailing the following year's membership fees will be emailed to the address on file 30 days prior to the start of the new membership term.

Shamrock reserves the right to increase the fees for subsequent membership terms by notifying me in writing 30 days prior to the start of the new membership term at my last known address or email. I further understand that the membership fee is a non-transferable, non-refundable fee. I understand that in the

event of a default of this Membership Agreement by the Member, Shamrock shall have the option to revoke my membership and all rights and privileges with no refund of any amount previously paid.

This membership application will be reviewed by Shamrock, and Shamrock reserves the right to decline the membership application in Shamrock's sole discretion, in which case all fees already paid by the applicant will be refunded in full.

I agree to abide by all rules, regulations and bylaws of Shamrock Sporting Clays, LLC. I have read, clearly understand, and am voluntarily signing this Membership Agreement, Waiver, and Release. I understand and agree that this membership will begin on the date that my membership is approved by Shamrock and will run continuously, renewing on an annual basis until terminated as provided for herein.

Applicant Signature: _____ Date: ____ / ____ / ____

Shamrock Sporting Clays, LLC Application Approval Signature: _____

ADDENDUM A – CORPORATE MEMBERSHIP

Allows entry for a maximum of fifty (50) guests of the member corporation with the following benefits:

- Access to the course during:
 - May 1st - October 31st
 - Thursday-Sunday 9:00am - 5:00pm for registration
- Access to the clubhouse, which serves as a whiskey and cigar bar, during:
 - May 1st - October 31st
 - Thursday-Sunday 11:00am - 10:00pm
- Access to monthly member events hosted in season
- Member pricing on clays, ammo, and gun rentals
- Special pricing when ordering firearms
- Complimentary golf cart use
- Your advertising banner proudly displayed on our course
- Your logo displayed on all event marketing materials

PLEASE NOTE: Only twenty-four (24) guests will be permitted on the course at one time.

The initial cost of an annual corporate membership is ten thousand dollars (\$10,000.00) per corporation. The first year runs from the date of purchase in 2024 through the year end 2025.

Corporate member guests will be recorded. If the fifty (50) guest limit is reached, corporate members may add additional guests for two hundred dollars (\$200.00) per guest.

Please return this completed application and a check made payable to **Shamrock Sporting Clays, LLC** to
Shamrock Sporting Clays, LLC
550 Beagle Road
Rockwood, PA 15557