



USER GROUP PROGRAM

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USER GROUP TERMS AND CONDITIONS

The purpose of this Joe Foss Shooting Complex (hereinafter 'JFSC') User Group Terms and Conditions document is to provide User Groups with the information necessary to reserve ranges and classrooms at JFSC to conduct training, matches, classes, events, and practices in a safe manner.

For safety purposes, JFSC created these rules. Failure to abide by these rules, terms, and conditions will result in the temporary and/or permanent revocation of a User Group's privileges at JFSC.

JFSC reserves the right to modify, amend, or delete any rule, policy, or procedure for the Complex or a specific range at any time.

PLEASE NOTE:

- ***This JFSC User Group Program applies to use of all ranges and classrooms located in the Main Building***
- ***User Groups can only utilize the 50-yard Training Range and Classrooms when the main range is open to the public.***
 - *General Public open dates are published on the JFSC's website Calendar and Maricopa County Parks and Recreation website.*
- ***In addition, User Groups can only use the range and classrooms during the hours of operation 7:00 AM to 10:00 PM***
 - ***Exemptions for special events must be made in advance and at the discretion of management.***

Before any User Group may schedule or use a range or classroom, a current and signed **User Group Terms and Conditions**, **Release, Indemnification and Hold Harmless Agreement**, and **Certificate of Insurance** forms and documents must be on file with the JFSC management.

OBLIGATIONS OF USER GROUPS

The following rules and procedures apply to any training, match, practice, event, or class conducted at JFSC. It is the responsibility of the User Group's Responsible Party/Authorized Representative to ensure that he/she as well as each member of the User Group follows and adheres to the following JFSC rules, regulations, and conditions of use:

- You understand that submitting a range reservation request form for a range and/or classroom does not automatically guarantee you the range or classroom for the specified date and time on the request. The range/classroom request has no validity until posted on the JFSC Google Calendar by the JFSC management.
- You understand you must schedule all Range and Classrooms Reservations at least two (2) weeks in advance, and that all reservations must be submitted using the online form provided on the website under "USER GROUP". You also understand that JFSC Range staff cannot verbally hold any range and that all scheduling must be done through the online system controlled by JFSC management.
- You acknowledge that User Groups must pay all invoices, including all associated fees, within thirty (30) days of the scheduled event, but in any event outstanding invoices must be paid before the User Group's next scheduled event if that event takes place before thirty (30) days have elapsed since the most recent event.
- You understand the priority of JFSC is safety and agree to conduct our events with the highest standards of safety for the participants. You agree to immediately correct any unsafe action.
- You will provide JFSC with your class safety plan in the event of an emergency and ensure that your members, participants, and spectators are familiar with all the safety procedures at JFSC.

You will have at least one person at your event designated to execute your safety plan should an incident occur.

- You acknowledge that you are required to provide first aid kits for your event.
- You understand you are liable if any incident occurs due to your acts or omissions and JFSC is not liable for any incident occurring before, during, or after any of your events.
- You will ensure no participant, in any event, is shooting .50 BMG, or any cartridge with the muzzle energy on par with the .50 BMG or greater, tracer rounds, incendiary or exploding ammunition.
- You understand that User Groups are responsible for training and match setup and clean-up after the event.
- You understand clean-up of the range consists of the following:
 - Returning target frames to holding bays.
 - Policing brass, removing shotgun wads, removing your paper targets from JFSC target frames.
 - Moving tables, stools, and rifle racks back to their original positions.
 - Lowering and storing the range flag in the Tower drawer.
 - Ensuring all trash is placed in trash receptacles while leaving the range in good condition for the next User Group.
- Failure to clean up the range or classrooms may result in a clean-up fee being assessed with a minimum fee of \$50.00 plus an hourly rate for clean-up.
- You understand that if you arrive at your reserved range and discover any damage or an unclean range, you must notify a JFSC manager before your event begins.
- You understand that, as your User Group's Responsible Party/Authorized Representative, or anyone designated by you to act on your behalf as the Responsible Party/Authorized Representative, you must be present at all times during the scheduled event.

- You understand that participants may not use the range before or after the scheduled event. The User Group's Responsible Party/Authorized Representative must be the last person to leave the range when the event is completed.
- You understand that there is to be no alcohol, marijuana, or drugs (even if prescribed and Schedule I, II, or III), on any range or in any classroom at any time.
- You understand that JFSC personnel reserve the right to cancel any event if they observe the following: unsafe actions, safety violations, or the use of prohibited targets.
- Abuse of JFSC personnel will also result in the cancellation of any event.
- You understand in the event of a suspension or cancellation of any event(s) by JFSC personnel, regardless of circumstance, all previously scheduled events will be canceled. A new request must be submitted for each event and is subject to the availability of the requested ranges.
- You understand all participants and observers are required to wear hearing and eye protection during live fire periods on all ranges during shooting periods.
- You understand that without JFSC manager approval, User Groups shall not drive or park any vehicle on any range.
- Off-road driving at JFSC is prohibited. Do not drive across medians. Keep all vehicles on designated roads and parking lots.
- JFSC is closed to the taking of all wildlife. Hunting is prohibited on JFSC property. Violators are subject to citation under ARS Title 17 and may be prohibited from returning to the complex.
- All pets must be on a leash at all times and controlled by their owners. Owners must clean up after their pets.
- Children must be immediately controlled and supervised by their parents, at all times.
- The facility speed limit is 10 MPH on roads and parking lots unless otherwise posted. Failure to obey posted speed limits may result in a citation under ARS Title 28.

- CANCELLING AN EVENT:

- You understand you must submit all cancellations by email to: Generalmanager@joefossshootingcomplex.com at least seven (7) days in advance of the scheduled event.
- Cancelling less than seven (7) days before the event will result in a Cancellation Fee of \$30 per range and/or classroom scheduled for a half day or less (5 hours or less), and \$50 per range and/or classroom scheduled for a full day (4 to 8 hours).
- You will receive an email from the JFSC General Manager confirming your cancellation.
- You understand that verbal cancellations are not acceptable.
- You understand that to avoid a Cancellation Fee your User Group must arrive not later than one hour after the scheduled start time. After one hour, the range may be assigned to another User Group. Any subsequent range reservation requests will be contingent upon the Cancellation Fee having been paid.
- You understand that cancellations due to severe weather conditions are the only exception to the seven (7) day cancellation policy. The possibility of bad weather does not constitute inclement weather to cancel an event. It is the User Group's responsibility to determine weather conditions on the ground at JFSC at the time of your scheduled event. Consult with the JFSC Chief Range Safety Officer (CRSO) on-site at the time of the event to determine the cancellation of your event.

- **MEDICAL EMERGENCY.** In the event of a medical emergency during regular Range business hours call a “CEASE FIRE” and:
 - If the injury requires basic first aid, then YOU will coordinate the care of the injury using the User Group’s First Aid Kit or medical supplies located in the Main Building.
 - If the injury requires advanced medical aid
 - Call 911 immediately to summon the requisite emergency services.
 - Appoint someone to drive out to SR-85 to direct medical/fire personnel to the location of the injured person or problem.
 - The address of the Joe Foss Shooting Complex is: 26700 W Buckeye Hills Drive, Buckeye, Arizona 85326
 - GPS coordinates are: 33.275484, -112.628861
 - Notify JFSC’s on-site CRSO as quickly as conditions permit.
 - Refer to: Joe Foss Shooting Complex
EMERGENCY PLAN/ MEDICAL PLAN

- **RESERVED CLASSROOM RULES.**

- The User Group rents the classroom “as is” and it is the responsibility of the User Group to set up the room to meet the needs of their specific event.
- The User Group is responsible for returning the classroom to the same or better condition, and to the original configuration found before the event.
- Use of the kitchen facility must receive prior approval by the JFSC Manager, or it is not allowed.
- A \$30 fee per person per hour (minimum of one hour) will be charged for any clean-up and/or re-configuration of tables/chairs that may be necessary by JFSC personnel.
- The use of tents or other displays in the areas surrounding the Main Building housing the classrooms must receive prior approval by the JFSC Manager.
- The User Group is liable for any damage caused to the Main Building, Classrooms, and/or surrounding areas and will be billed for the cost of repair and/or replacement.
- The User Group must pay any assessed costs or fees before the User Group can schedule any future events at the JFSC.

- **RESERVED RANGE RULES.**

The User Group is responsible for following all rules in this document and posted at every JFSC range. The User Group, not JFSC, is responsible for the User Group's actions. The following are complex-wide rules and apply to all ranges and properties.

- There is no shooting before 07:00 AM and after 10:00 PM. All shooters must stop shooting before 10:00 PM and vacate the range promptly.
- The red flag (stored in a drawer in the Tower) must be up when firing and taken down after the event is concluded.
- All shooters must immediately correct any unsafe condition. Everyone is responsible for range safety.
- Participants and observers are required to wear hearing and eye protection on all ranges.
- Alcohol is prohibited on all ranges. Any shooter impaired due to the consumption of alcohol, marijuana, or chemical substances (including prescription pharmaceuticals) is prohibited from shooting at JFSC.
- Pistols, rifles, carbines, and muzzleloaders are permitted.
- Shotguns using slug/buckshot/birdshot are permitted when using appropriate targets.
- Fully automatic firearms are permitted.
 - User groups must have written permission before use. Types, calibers, and specific training must all be cleared in advance with the JFSC Manager.
- Cross Bay shooting is prohibited. All rounds must impact the rear berm.
- Shooting from moving or parked vehicles is prohibited without written permission from JFSC Manager.
- Climbing on berms is prohibited. You may not be on the sides or tops of the berms (impact or lateral) for any reason at any time.
- All shots must strike the backstop or impact berm. Shooting above the berm into the hillside is

prohibited.

- Destruction of the wooden frames provided by JFSC will result in a \$20 fee per frame.
- Birdshot and buckshot cannot be used on JFSC wooden frames and JFSC will assess a \$20 fee for each frame destroyed.
- Authorized targets are:
 - Paper Targets. Supplied by the User Group and affixed to JFSC-supplied target frames.
 - Steel Targets. The use of steel targets must receive the prior written approval of the JFSC Manager. Steel targets must have a downward canted angle (15 deg) to deflect bullets in a downward direction. Caliber and ammunition type will dictate the minimum safe distance.
 - Polymer Targets. The use of stationary flat, silhouette style, polymer targets designed to allow bullets to pass through without deflection or ricochet are ok.
 - Portable targets are permitted and recommended for conducting Shotgun classes.
 - Unless listed above as an authorized target, or the User Group has received permission from a JFSC Manager, all other targets are prohibited.
- Prohibited Targets are:
 - Vehicles, trash, vegetation, live or dead animals, exploding targets, electronics, metal canisters, and containers. If in doubt, seek out the JFSC CRSO for direction and clarification before the start of your event or during the reservation process.
- .50 BMG, or any cartridge with muzzle energy on par with the .50 BMG or greater, tracer rounds, incendiary, armor piercing, steel core, or exploding ammunition are not allowed.

- RANGE SAFETY RULES.

- Treat every firearm as if it were loaded.
- Always keep firearms pointed in a safe direction.
- Ensure fingers are not placed on triggers or trigger guards until on target and ready to fire.
- Be aware of the target, and what lies beyond and around it.
- All firearms must be cased or holstered before entering the range.
- Removing firearms from a case or holster can only be done at the shooting bench with muzzles pointed down range and only during live fire periods.
- Firearms are not to be handled during a cease-fire period for any reason.
- Uncased rifles placed in a rifle rack must be unloaded with the magazine removed, and actions open.
- Live fire* is permitted when safe conditions exist.
- Muzzles must always be pointed down range and directed at the backstop while on the shooting bench.
- Firearms must be kept unloaded until you are ready to shoot.
- When moving firearms between shooting benches they must be unloaded and carried muzzles pointed up and actions open.
- *LIVE FIRE PERIODS are periods when shooters may fire down range as directed by You.
- **CEASE FIRE PERIODS are periods when shooters may not handle firearms, and the red range light is turned on and flashing.

USER GROUP TERMS AND CONDITIONS ACKNOWLEDGMENT FORM

By signing this form, you acknowledge that you have read and understand the **JFSC User Group Terms and Conditions** document and agree to abide by the terms and conditions contained therein.

User Group Name: _____

Signature of User Group Authorized Representative: _____

User Group Authorized Representative

Name and Title: _____

Date: _____

INSTRUCTIONS FOR RESERVING A RANGE OR CLASSROOM

Before a User Group's reservation request will be considered the following forms and documents must be on file with the JFSC General Manager:

- **User Group Terms and Conditions Acknowledgment Form**
- **Release, Indemnification, and Hold Harmless Agreement**
- **Certificates of Insurance**

STEP 1:

Go to www.joefossshootingcomplex.com and under "user groups" click on reserve range. Complete the questionnaire fully and you will receive a confirmation email once you're booked and listed on the calendar.

STEP 2: Complete the RANGE AND CLASSROOM RESERVATION REQUEST FORM ONLINE

- **PLEASE NOTE:** Range and Classroom reservation requests must be submitted at least two (2) weeks in advance.

STEP 3: In due course, you will receive from the JFSC personnel, by email, a **RANGE AND CLASSROOM RESERVATION CONFIRMATION.**

- **PLEASE NOTE:** print out your **RESERVATION CONFIRMATION EMAIL**
On the day of your event **check in** at the Main Building, if present to let them know you are there.

FEE SCHEDULE

RANGE & CLASSROOM FEES:

- 50-Yard Training Range:
 - **\$10** per shooter (*18 and Older*) with a minimum charge of **\$30**

- Classroom in the Main Building:
 - **\$25** for Half day 1-4 hours use, or
 - **\$50** for full day 4-8 hours use.

OTHER FEES:

- *JFSC provided NRA Certified RSO* **\$50.**
- *JFSC provided First Aid/CPR/AED Certified person* **\$50.**
- *Clean-up* (per person, per hour) **\$30.**
- *Target Frame Replacement* (per frame) **\$20.**
- *Late Payment* **\$30.**
- *Insufficient Funds* **\$30.**
- *Cancellation Fee* (less than seven (7) days before the event)
 - Half-day (4 hrs.) Scheduled – Range and/or Classroom **\$30.**
 - Full-day (4-8 hrs.) Scheduled – Range and/or Classroom **\$50.**

USER GROUP INVOICE

User group invoices will be created at the time of your reservation online. They will be filled out with the details you provide online until you email the General Manager (generalmanager@joefossshootingcomplex.com) with the final details of your course.

Please include in your email the following details:

- Name of Organization.
- Date of Course.
- How many students actually attended.

These details will be added to your online invoice for you to review, approve, and pay with a debit card or with credit card. Once paid you will receive a confirmation email immediately confirming it has been received.

INSTRUCTIONS FOR FULFILLING INSURANCE REQUIREMENTS

Prior to scheduling or conducting any activities at JFSC, all User Groups must have a valid and current Commercial General Liability of \$1 million (each occurrence) and \$2 million (General Aggregate) **Certificate of Insurance (COI)** on file with the General Manager of JFSC.

COIs will need to be provided separately for both AzCDLF and Maricopa County Parks and Recreation. The COIs should be made out as follows:

Maricopa County Parks and Recreation
41835 N Castle Hot Springs Road
Morristown, AZ 85342

Arizona Citizens Defense League Foundation (AzCDLF)
310 N Dysart Road Suite B
Avondale, Arizona 85323

Both of the COIs should be sent by email to:
generalmanager@joefossshootingcomplex.com

They can also be uploaded to the website under the User Group tab for Application of User Group. To include User Group renewals.

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of the Joe Foss Shooting Complex (JFSC) authorizing the User Group to use the JFSC, the User Group hereby shall forever release, indemnify, defend, save and hold harmless the Arizona Citizen Defense League Foundation (AzCDLF), JFSC, Maricopa County, its departments, agencies, boards, commissions and its officers, officials, agents, employees, and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and cost of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the User Group or any of its owners, officers, directors, agents, employees or vendors. This indemnity includes any claim or amount arising out of or recovered under Workers' Compensation Law or arising out of the failure of such User Group to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the User Group from and against any and all claims. It is agreed that the User Group will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the JFSC authorizing the User Group to use the JFSC, the User Group agrees to waive all rights of subrogation against the Joe Foss Shooting Complex AzCDLF, Arizona Citizens Defense League Foundation and Maricopa County, its officers, officials, agents, employees, and its volunteers for losses arising from the work performed by the User Group for the Joe Foss Shooting Complex AzCDLF, Arizona Citizens Defense League Foundation, and Maricopa County.

User Group Name: _____

Signature of User Group Authorized Representative: _____

User Group Authorized Rep. Name and Title: _____

Date: _____