

# AZMGO

## ARIZONA MACHINE GUN ORDNANCE



### FIREARM USE AND RENTAL AGREEMENT

This Firearm Use and Rental Agreement ("**Rental Agreement**") is made and entered into by \_\_\_\_\_, ("**Renter**") for the benefit of Arizona Machine Gun Ordnance, LLC, an Arizona limited liability company, d.b.a. AZMGO, its Organizer and Member(s), including, in particular, MARC KHANISHO, an individual ("**AZMGO**") collectively, "**Companies**"), in exchange and consideration for being permitted to rent, use and discharge the firearms, ammunition and equipment, as well as the other services, provided by Companies to Renter. The undersigned Renter being desirous of renting and using the item(s) listed on this Rental Agreement from Companies does hereby, and as an inducement to Companies to allow the use and rental of such item(s) to the undersigned Renter, represent, warrant and agree as follows:

All persons participating in the rental are required to receive, understand and sign the Liability Waiver and Release, Assumption of Risk and Indemnity Agreement and the Firearm Safety Rules and Procedures. A responsible adult must accompany persons under twenty-one (21) years of age. This adult shall act as a coach and MUST remain with the minor(s) at all times while the minor(s) is participating in, or observing, the shooting activities.

This Rental Agreement shall be governed by the laws of the State of Arizona, and any legal action arising out of Renter's participation in the shooting activities, or any litigation relating to the enforcement of this Rental Agreement shall be commenced and maintained exclusively in the Superior Court of the State of Arizona, in and for the County of Maricopa.

### RENTER INFORMATION

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Driver's License # \_\_\_\_\_ State of Issue: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Emergency Contact Name/Relationship: \_\_\_\_\_

Emergency Contact Telephone: \_\_\_\_\_

Renter agrees he/she will exercise reasonable care in the use of said item(s) and will return the same to Companies in the same condition in which it was received from Companies. Further, Renter agrees, on its own behalf and on behalf of its heirs, executors and administrators, to pay Companies for any damages arising in any way out of any activity and caused by Renter in any way, negligently or intentionally, including, but not limited to, property damages, personal injury damages, cleaning costs, loss of use damages, business interruption damages, damage to goodwill or reputation, medical costs, counseling costs, and attorney's fees.

## **RENTAL QUESTIONNAIRE**

PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Are you under indictment or information ("information" is a formal accusation of a crime made by a prosecuting attorney) in any Court for a crime for which a judge could imprison you for more than one (1) year?.....YES NO
2. Have you ever been convicted in any Court of a crime for which you could have been imprisoned for more than one (1) year (even if you were given a shorter sentence)?.....YES NO
3. Are you a convicted felon?.....YES NO
4. Are you currently on probation?.....YES NO
5. Are you a fugitive from justice?.....YES NO
6. Have you ever been discharged from the armed services under dishonorable conditions?.....YES NO
7. Have you ever been adjudicated as mentally incompetent, been committed to a mental institution, or have a history of mental illness?.....YES NO
8. Are you an illegal alien in the United States?.....YES NO
9. Have you ever sold firearms to, or otherwise disposed of firearms, to any person that you have reasonable cause to believe has been convicted of a felony or a misdemeanor crime of domestic violence?.....YES NO
10. Are you subject to a Court Order restraining you from harassing, stalking, or threatening another person?.....YES NO
11. Have you ever been convicted in any Court of a misdemeanor crime of domestic violence?.....YES NO
12. Are you addicted to, or an unlawful user of, marijuana, any depressant, stimulant, narcotic drug or any other controlled substance?.....YES NO
13. Are you under the influence of alcohol, chemical substances, or controlled substances?.....YES NO
14. Are you suicidal or depressed and/or do you want to cause harm to yourself or others?.....YES NO
15. Are you receiving treatment, or taking medication, for depression?.....YES NO
16. Are you pregnant or nursing?.....YES NO

## **PREVIOUS FIREARMS EXPERIENCE**

1. Have You Ever Handled a Handgun?.....YES NO
2. Have You Ever Handled a Rifle?.....YES NO
3. Have You Ever Handled a Shotgun?.....YES NO

4. Do You Regularly Practice with a Firearm?.....YES NO

**I would rate my previous experience with firearms as (please check as applicable):**

	<b>Beginner</b>	<b>Novice</b>	<b>Intermediate</b>	<b>Expert</b>
<b>Handgun</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Rifle</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Shotgun</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**RENTER'S REPRESENTATIONS & WARRANTIES**

I, the undersigned Renter, swear or affirm, under penalties of perjury:

1. I am not legally prohibited from possessing firearms or ammunition by any provision of the laws of the United States of America, the State of Arizona, the State of my residence (if other than Arizona), the country of my residence (if other than the United States of America), the State in which this Rental Agreement is to be performed or any other applicable laws, statutes, rules, regulations or code provisions whatsoever.

Renter's Initials: \_\_\_\_\_

2. I will only use the rented firearm(s) in a safe and lawful manner at all times while I am engaged in or observing the shooting activities taking place in conjunction and cooperation with Companies, and I will peaceably surrender any rented firearm at the request of Companies.

Renter's Initials: \_\_\_\_\_

3. I am neither suicidal nor homicidal; I will not use the rented firearm(s) to cause injuries to myself or others; and I have not had any thoughts of causing harm or death to myself or others within the past thirty (30) days.

Renter's Initials: \_\_\_\_\_

4. I recognize that Companies would never rent me any firearm(s) if they had any reason to suspect that these oaths or affirmations are untruthful in any way, and if I violate any of these oaths or affirmations, I accept full and sole, civil and criminal, responsibility for my actions, and I agree to allow Companies to publish this document in any form whatsoever to demonstrate my deceit, dishonesty and misrepresentations.

Renter's Initials: \_\_\_\_\_

5. I have completely read and agree to all the provisions of the Liability Waiver and Release, Assumption of Risk and Indemnity Agreement executed simultaneously herewith, and I understand that in the event I cause harm to myself or others with the above-referenced firearm(s), neither I nor my heirs, executors or administrators will have any ability to sue or otherwise recover money from Companies for damages, BUT, Companies will have the ability to sue me or my estate for any and all damages I cause by my actions.

Renter's Initials: \_\_\_\_\_

6. I am familiar with and understand the operation of each firearm (rifle, handgun, shotgun, or machine gun) which I intend to rent and use. The word "operation" includes the safe handling, loading and unloading procedures, and safety mechanisms and features of each firearm.

Renter's Initials: \_\_\_\_\_

7. I agree that prior to participating in or observing any shooting activities, I will inspect the facilities, firearms and ammunition to be used and, if I believe anything is unsafe for any reason, I will so advise a range officer and will leave the unsafe portion of the facilities immediately.

Renter's Initials: \_\_\_\_\_

8. I acknowledge and fully understand that I and all others engaged in renting, shooting, coaching, observing or training with firearms in conjunction and cooperation with Companies will be engaged in activities that involve inherent risks of serious personal injury including disability or death and severe social and economic losses which might result from my actions or inactions or the actions or inactions of others; such risks include but are not limited to:

- (a) my failure to abide by firearms safety rules or to properly handle or use firearms or ammunition;

Renter's Initials: \_\_\_\_\_

- (b) the failure of others to abide by firearms safety rules or to properly handle or use firearms or ammunition;

Renter's Initials: \_\_\_\_\_

- (c) the characteristics, including the design, manufacturing or other defects, of any firearm or ammunition being used by myself or others;

Renter's Initials: \_\_\_\_\_

- (d) the inability of Companies' personnel (including range officers) to, at all times, monitor or supervise Renters, their guests and others using the shooting range facilities or otherwise legally permitted venue in which the shooting activities are taking place.

Renter's Initials: \_\_\_\_\_

9. I recognize that I may be expelled from the facilities for violation of the Firearm Safety Rules and Procedures or for behavior deemed unsafe by Companies' personnel. Decisions regarding expulsion are final.

Renter's Initials: \_\_\_\_\_

10. I accept full responsibility for any damage or destruction I cause to Companies property, whether accidental, negligent, willful or otherwise. Companies' property includes, but is not limited to, the firearms, range equipment, target frames, target supports or mechanisms, signs, and all equipment, electrical and otherwise. Companies reserve the right to recover from me a reasonable charge for any such damage and are entitled to recover their costs, including reasonable attorneys' fees, incurred in bringing any claim for such damage.

Renter's Initials: \_\_\_\_\_

I certify that the above answers are true and correct. I understand that a person who answers "YES" to any of the above questions is PROHIBITED from possessing or renting a firearm. The undersigned understands that any possession of a firearm by a convicted felon is a serious crime prohibited by Federal law and Arizona law, and that Companies will cooperate fully with any and all Federal and State authorities with the investigation and prosecution of such crimes. I understand that making a FALSE oral or written statement or the exhibiting of any false or misrepresented identification with respect to this transaction is unlawful and that I will be held civilly and/or criminally liable. I further certify that I am experienced and skilled in the proper handling, loading, use, and discharge of all firearms and ammunition that I intend to use as part, and during the period, of this Rental Agreement. I agree to absolutely and unequivocally release from any liability and hold harmless Companies and any and all of their employees, instructors, agents, representatives, officers, members, managers, successors-in-interest and assigns with respect to my participation in the activities arising from this Rental Agreement and in further accord with the Liability Waiver and Release, Assumption of Risk and Indemnity Agreement concurrently entered into by me, and as a condition of the rental being made by this Rental Agreement. I further agree to be responsible for any

and all damages (including but not limited to the costs of repairs) occurring during the use of Companies' firearms, ammunition and equipment, and/or otherwise during the observation and/or participation in the shooting activities taking place in cooperation and conjunction with Companies, by me and/or any of my guests.

Renter certifies that it is eighteen (18) years of age or older and that it is entering into this Rental Agreement on its own behalf. Renter expressly understands that the aforementioned rental and activities include the discharge of firearms and the firing of live ammunition. Renter further certifies that it has completely read the foregoing and it expressly agrees to all of the provisions of this Rental Agreement.

Read, understood and agreed \_\_\_\_\_  
(Signature of Renter)

Printed Name of Renter: \_\_\_\_\_ Date \_\_\_\_\_

**\*\*\*\*If Renter or any of its guests are under 21 years old see the following page\*\*\*\***

ID MUST BE SHOWN FOR SHOOTERS OF MINORITY AGE (UNDER 18) or (UNDER 21 FOR PISTOL).

This is to certify that I, as parent/guardian of the above-named minor, do consent to his/her rental of Companies' firearms, ammunition and equipment and the release of Companies, its EMPLOYEES, INSTRUCTORS, AGENTS, REPRESENTATIVES, OFFICERS, MEMBERS, MANAGERS, SUCCESSORS-IN-INTEREST AND ASSIGNS.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_ Relationship \_\_\_\_\_

Phone Number \_\_\_\_\_ Age \_\_\_\_\_