

## Chapter 702: SHOOTING RANGE

[HISTORY: Adopted by the Conservation Commission of the Town of Barnstable 8-16-1988; revised May 2002, 1-7-2003, 6-24-2003 11-22-2005, 2-27-2007, 12-11-2007, 1-6-2009. 12-4-2012, 2-19-2013, 3-5-2013,10/15/2013 Amendments noted where applicable.]

### GENERAL REFERENCES

Noncriminal disposition — See Ch. 1, Art. I.

Conservation Commission property use violations — See Ch. 701.

### § 702-1. Location, use and management of range.

The Town of Barnstable Conservation Commission's goal is to provide a safe and affordable public shooting range, following best management practices. The range is open to residents and nonresidents for a fee and is located in the West Barnstable Conservation Area, off the Service Road. The range is managed by the Conservation Commission and at the direction of the Town Manager, policed and maintained by the Marine and Environmental Affairs Division. The Certified Range Safety Officers shall be provided as to be determined by the Town Manager.

### § 702-2. Rules and regulations.

The public shooting range in the West Barnstable conservation area is open for target shooting subject to the following rules and regulations:

#### A. Certified Range Safety Officer.

1. "Certified Range Safety Officer" (CRSO) as used herein shall mean an individual who upon the completion of an approved training course has been certified by the National Rifle Association or an equivalent national shooting or law enforcement training organization as a range safety officer.

2. The Range shall only be opened when a CRSO or certified firearms instructor is on-duty. The CRSO has the authority to interpret and enforce these rules in the interest of public safety, to enforce the Conservation Commission's General Range Use Policy and to expel and/or refuse service to any and all users. The Certified Range Safety Officer also retains the authority to close the range as circumstances may require.

#### B. Prerequisites for Admission.

1. All persons entering the Range must first sign the official sign-in sheet maintained by the designated Range official and provide all information requested on said sheet. The Certified Range Safety Officer or his designee may require any person seeking admission into the Range to produce a government-issued identification or other official identification containing a photograph and showing his/her date of birth. (This information may be provided in two separate documents, for example a school-issued identification containing a picture and a birth certificate).

#### 2. Permit Holders

(a) All permit holders seeking admission into the public shooting range at the West Barnstable Conservation Area shall possess a range permit issued in their name. Permits are available at the Marine and Environmental Affairs Division (MEA), 1189 Phinney's Lane,

Centerville, MA. 508-790-6272. Before the issuance of a range permit, the applicant must certify under the pains and penalties of perjury that either s/he attended a range orientation program offered by the Town or watched the video of same online at the Town of Barnstable website [www.town.barnstable.ma.us](http://www.town.barnstable.ma.us).

(b). Individual permits shall be issued only to those persons possessing a valid Massachusetts firearms identification card or Massachusetts license to carry firearms. Individual permits will be issued only to those persons signing a waiver of liability and indemnification agreement for themselves. (Appendix A-1)

(c) The range use permit shall be displayed on the outer clothing of the permit holder.

(d) The current schedules of fees and hours of operation which apply are available at the Marine and Environmental Division.

### 3. Guests

(a) Permit holders may be accompanied by no more than three adult guests. The CRSO may, at his/her sole discretion limit the number of guests allowed to shoot. Subject to 3(b) below, where a minor is a guest, that minor shall be the permit holder's only guest. provided however, when a minor is accompanied by a parent or legal guardian, the parent or legal guardian may be allowed admission as an additional guest. The permit holder shall be responsible for any such guest, and any rule violation shall be enforceable against the permit holder as well as the guest. Any person entering the range with a permit holder will be deemed to be a guest regardless of their intention to participate in shooting or not. Prior to gaining admission to the Range, any adult guest, must execute and present to the CRSO or designee the approved waiver of liability indemnification form (see Appendix A-2) and pay the required admission fee. The current schedule of fees is available at the Marine and Environmental Division.

(b) Minors under 11 years of age are not permitted inside the range facility. No junior (a minor under 18 years of age) may use any firearm unless accompanied by a parent or legal guardian or a certified firearms instructor. Minors must be under constant adult supervision and control at all times, including on the firing line. Prior to gaining admission to the Range, a minor and his parent or legal guardian must execute and present to the CRSO or designee at the Range the approved waiver of liability and indemnification agreement. (see Appendix A-3).

### C. Range Safety and Usage

1. Permit holders shall conduct themselves in an orderly manner at all times and will be held responsible for the conduct of any guest they bring with them.

2. No person shall possess or be under the influence of any alcoholic beverages or drugs at the Range.

3. No smoking, eating, or drinking is allowed in the active Range area (firing line/bench area).

4. Ear and eye protection are required for all persons at the Shooting Range.

5. Aluminum or steel cases, trash, paper or other combustible materials must be placed in trash containers separate from those used for brass.

6. No solicitation on the Range property is allowed. Groups using the Range during general public shooting hours are not permitted to make collections, charge admission, sell tickets or refreshments, solicit funds or raise money inside the Range.

7. Firearms and Ammunition:

- (a) All firearms must be in good working condition.
- (b) All firearms (unless licensed to carry a concealed a weapon) must be unloaded when entering the range.
- (c) Ammunition must be in good condition, no signs of corrosion or damage.
- (d) Prohibited ammunition (except by law enforcement during sanctioned training event):

- (i). Armor piercing
- (ii). Tracer
- (iii). Incendiary
- (iv). 50 BMG
- (v). Incendiary munitions and exploding targets are prohibited.

(e) Black Powder Firearms and Shotguns:

(i). Shooter shall ensure that black powder type firearms using black powder or black powder substitute are charged and the projectile inserted at the shooting tables only.

(ii) Black powder firearms may not be charged directly from a powder flask, powder can, or large powder containers. Once charged, all powder containers must be removed from the shooting table before priming. Black powder firearms may only be primed and/or capped at the shooting table with the muzzle pointing downrange. Black powder containers will not be left on the shooting tables when the firearm is being discharged.

8. The use of shotguns is prohibited on the rifle and pistol ranges.

9. Shotgun Range:

(a). The use of lead shot is prohibited on the shotgun range for skeet.

(b). Buckshot and slugs are allowed on approved target stands which must be provided by permit holder. All such targets, stands and debris (if any) will be removed by the permit holder prior to departure.

10. All firearms (unless licensed to carry a concealed weapon) must be transported unloaded and in a case (pistols or rifles), or muzzle-up with the action open for rifles, whenever entering/exiting the Range. Muzzle-up with action/slide open when moving between firing points inside the Range.

11. All firearms not actively in use must be unloaded with actions open, resting in either the rifle stand or on a shooting bench with muzzles pointed downrange, or stored in their cases,

12. No person shall deface, molest or destroy any sign, yard marker or other structures.

13. Automatic Weapons

(a) Automatic weapons use are prohibited except use by the Barnstable Police Department or training supervised by the Barnstable Police Department

(b) Bump Fire/Slide Fire devices are prohibited.

14. Range users shall not distract any shooter while he/she is in the process of loading, aiming or firing.

15. In the event of a misfire or jammed firearm that cannot be cleared by the shooter, the shooter shall immediately bench the firearm with the muzzle pointed downrange, and notify the CRSO.

16. A shooter may only go down range with the permission of the CRSO.

17. When any person is down range, all firearms must be unloaded and placed in a "safe condition" (action open). No firearm should be touched. All shooters must step back from the orange safety line.

18. All shooters must fire from the same firing line.

**§ 702-3. Penalties:** The Barnstable Conservation Commission may determine, based on severity of the violation, to use one or all of the following:

A. Violation of these rules and regulations or related schedules (fees, hours of operation) as may be amended from time to time shall be punishable by a fine of not more than \$300 for each separate violation.

B. Conservation staff, Natural Resource Officers and Barnstable PD may elect to enforce violations by using the non-criminal process established by MGL C. 40 § 21D.

C. Violations will result in immediate removal from the range and possible revocation of all range permits. Permits will be surrendered upon demand by CRSO, Conservation staff, Natural Resource Officers and Barnstable PD. Permits may be reinstated only after a hearing by the Conservation Commission and a decision by the Commission authorizing the reinstatement.

**§ 702-4. Enforcement officers.**

These rules and regulations are promulgated under MGL Chapter 40, § 8C, and shall be enforced by Police Officers, Natural Resource Officers and such other agents or officers as may be designated by the Conservation Commission.

**§ 702-5. Periodic closing of range.**

The range area may be closed periodically for maintenance and / or police firearms qualification. Range may also be closed during poor weather conditions, based upon seasonal demand, staff and funding availability, emergency situations, and for other circumstances as necessary for safety. Notice will be provided when possible and posted on the board at the range and on the Town of Barnstable website [www.town.barnstable.ma.us/naturalresources](http://www.town.barnstable.ma.us/naturalresources).

**§ 702-6. Disclaimer.**

Persons using this range do so at their own risk and peril. The Barnstable Municipal Shooting Range and the Town of Barnstable assume no responsibility for injuries or lost or stolen items at the Range.

Revised: March 14, 2006

Feb. 27, 2007: delete permit fee detail/ set as separate schedule

Dec. 11, 2007: changes hours of operation, automatic weapons, institutional use

Jan. 06, 2009: delete use by other law enforcement agencies; delete hours of operation detail/ set as separate schedule; clarify guest limitations and exceptions

Dec. 4, 2012: range safety rules adopted

Feb. 19, 2013; liability waivers incorporated

March 5, 2013; incendiary munitions and exploding targets excluded

October 15, 2013; range safety officers required; minimum age for minors established

§ 702-APPENDIX A-1

**PERMIT HOLDER  
WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT**

I, the undersigned user, hereby acknowledge and agree that target shooting, the use of firearms and the use of the shooting range owned by the Town of Barnstable (hereinafter "SHOOTING RANGE") located in the West Barnstable Conservation Area, off the Service Road in West Barnstable, MA., may be dangerous and may involve the risk of serious bodily injury. I have full knowledge of the nature and extent of all of the risks associated with the use of the SHOOTING RANGE Facilities, including, but not limited to: (1) all manner of injury, including, but not limited to death and/or paralysis, arising from target shooting, the use of firearms or their discharge; (2) injuries resulting from intentional or inadvertent discharge of firearms by myself or others using the SHOOTING RANGE facilities, including loss of hearing, burns, blindness, or other injury; (3) injuries resulting from explosions, contact with projectiles and hardware; and (4) failure or misuse of any equipment, whether owned and maintained by SHOOTING RANGE or otherwise. I acknowledge that the above list is not inclusive of all the possible risks associated with my use of SHOOTING RANGE and that the above list in no way limits the extent of this Waiver of Liability and Indemnification Agreement. I further certify that I am in good health and that I have no physical limitations that would preclude my safe use of SHOOTING RANGE.

As lawful consideration for being permitted to use of SHOOTING RANGE, I agree, on behalf of myself, my heirs, representatives, executors, administrators and assigns (the "Releasors"), **TO RELEASE**, the Town of Barnstable, a municipal corporation of the Commonwealth of Massachusetts, its successors, departments, officers, directors, employees, volunteers, servants and agents (the "Releasees") from any cause of action, claim, or demand of any nature whatsoever which the Releasors may now have or have in the future against the Town of Barnstable on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my use of SHOOTING RANGE, whether that use is supervised or unsupervised, and however the injury or damage is caused, including but not limited to the negligence of the Town of Barnstable. I further covenant that I shall bring no civil action against the Town of Barnstable based upon any of the foregoing. I understand that I will be solely responsible for any loss or damage including, but not limited to, death or paralysis, that I may sustain while using SHOOTING RANGE and that by signing this Agreement, I am relieving the Town of Barnstable Releasees of any and all liability for such loss, damage or death.

I do hereby further agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS** the Town of Barnstable Releasees from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my use of SHOOTING RANGE.

I acknowledge that the foregoing agreement is intended to be as broad and inclusive as permitted by the law of the Commonwealth of Massachusetts. I understand that this agreement shall be legally binding upon me, my heirs, my estate, assigns, legal guardians, and my personal representatives. I have carefully read the agreement and fully understand its contents. I am aware that I am releasing certain legal rights that I otherwise may have and I enter into this contract in behalf of myself and/or my family of my own free will.

**THIS IS A RELEASE OF LIABILITY. DO NOT SIGN THE RELEASE IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS TERMS.**

User Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

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

DATED: \_\_\_\_\_ Permit No.: \_\_\_\_\_

**RANGE GUEST  
WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT**

I, the undersigned user, hereby acknowledge and agree that target shooting, the use of firearms and the use of the shooting range owned by the Town of Barnstable (hereinafter "SHOOTING RANGE") located in the West Barnstable Conservation Area, off the Service Road in West Barnstable, MA., may be dangerous and may involve the risk of serious bodily injury. I have full knowledge of the nature and extent of all of the risks associated with the use of the SHOOTING RANGE Facilities, including, but not limited to: (1) all manner of injury, including, but not limited to death and/or paralysis, arising from target shooting, the use of firearms or their discharge; (2) injuries resulting from intentional or inadvertent discharge of firearms by myself or others using the SHOOTING RANGE facilities, including loss of hearing, burns, blindness, or other injury; (3) injuries resulting from explosions, contact with projectiles and hardware; and (4) failure or misuse of any equipment, whether owned and maintained by SHOOTING RANGE or otherwise. I acknowledge that the above list is not inclusive of all the possible risks associated with my use of SHOOTING RANGE and that the above list in no way limits the extent of this Waiver of Liability and Indemnification Agreement. I further certify that I am in good health and that I have no physical limitations that would preclude my safe use of SHOOTING RANGE.

As lawful consideration for being permitted to use of SHOOTING RANGE, I agree, on behalf of myself, my heirs, representatives, executors, administrators and assigns (the "Releasors"), **TO RELEASE**, the Town of Barnstable, a municipal corporation of the Commonwealth of Massachusetts, its successors, departments, officers, directors, employees, volunteers, servants and agents (the "Releasees") from any cause of action, claim, or demand of any nature whatsoever which the Releasors may now have or have in the future against the Town of Barnstable on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my use of SHOOTING RANGE, whether that use is supervised or unsupervised, and however the injury or damage is caused, including but not limited to the negligence of the Town of Barnstable. I further covenant that I shall bring no civil action against the Town of Barnstable based upon any of the foregoing. I understand that I will be solely responsible for any loss or damage including, but not limited to, death or paralysis, that I may sustain while using SHOOTING RANGE and that by signing this Agreement, I am relieving the Town of Barnstable Releasees of any and all liability for such loss, damage or death.

I do hereby further agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS** the Town of Barnstable Releasees from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my use of SHOOTING RANGE.

I acknowledge that the foregoing agreement is intended to be as broad and inclusive as permitted by the law of the Commonwealth of Massachusetts. I understand that this agreement shall be legally binding upon me, my heirs, my estate, assigns, legal guardians, and my personal representatives. I have carefully read the agreement and fully understand its contents. I am aware that I am releasing certain legal rights that I otherwise may have and I enter into this contract in behalf of myself and/or my family of my own free will.

**THIS IS A RELEASE OF LIABILITY. DO NOT SIGN THE RELEASE IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS TERMS.**

User Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

DATED: \_\_\_\_\_ Date of Birth of Guest: \_\_\_\_\_

§ 702-APPENDIX A-3

**PARENTAL CONSENT FOR MINORS  
RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT**

The undersigned parent or guardian of: \_\_\_\_\_, a minor do hereby consent to his/her participation in the voluntary use of the shooting range owned by the Town of Barnstable (hereinafter "SHOOTING RANGE") located in the West Barnstable Conservation Area, off the Service Road in West Barnstable, MA. I hereby acknowledge and agree on behalf of my minor child that target shooting, the use of firearms and the use of the shooting range owned by the Town of Barnstable (hereinafter "SHOOTING RANGE") located in the West Barnstable Conservation Area, off the Service Road, may be dangerous and may involve the risk of serious bodily injury. I have full knowledge of the nature and extent of all of the risks associated with the use of the SHOOTING RANGE Facilities, including, but not limited to: (1) all manner of injury, including, but not limited to death and/or paralysis, arising from target shooting, the use of firearms or their discharge; (2) injuries resulting from intentional or inadvertent discharge of firearms by myself or others using the SHOOTING RANGE facilities, including loss of hearing, burns, blindness, or other injury; (3) injuries resulting from explosions, contact with projectiles and hardware; and (4) failure or misuse of any equipment, whether owned and maintained by SHOOTING RANGE or otherwise. I acknowledge that the above list is not inclusive of all the possible risks associated with my use of SHOOTING RANGE and that the above list in no way limits the extent of this Waiver of Liability and Indemnification Agreement. I further certify that my minor child is in good health and that no physical limitations that would preclude my child's use of SHOOTING RANGE.

As lawful consideration for my minor child being permitted to use of SHOOTING RANGE, I agree to forever **RELEASE**, acquit, discharge, and covenant to hold harmless the Town of Barnstable, a municipal corporation of the Commonwealth of Massachusetts, and its successors, departments, officers, employees, servants and agents, of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation on account of, or in any way growing out of, directly or indirectly, all known and unknown personal injuries or property damage which I may now or hereafter have as the parent(s) or guardian(s) of said minor, and also all claims or right of action for damages which said minor has or hereafter may acquire, either before or after he/she has reached his/her majority arising out of or in any way related to the minor's use of SHOOTING RANGE, whether that use is supervised or unsupervised, and however the injury or damage is caused, including but not limited to the negligence of the Town of Barnstable. I further covenant that neither my minor child nor anyone on his/her behalf shall bring a civil action against the Town of Barnstable based upon any of the foregoing. I understand that I will be solely responsible for any loss or damage including, but not limited to, death or paralysis, that my minor child may sustain while using SHOOTING RANGE and that by signing this Agreement, I am relieving the Town of Barnstable Releasees of any and all liability for such loss, damage or death of my minor child.

I do hereby further agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS** the Town of Barnstable Releasees from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my minor child's use of SHOOTING RANGE.

I acknowledge that the foregoing agreement is intended to be as broad and inclusive as permitted by the law of the Commonwealth of Massachusetts. I understand that this agreement shall be legally binding upon me, my heirs, my estate, assigns, legal guardians, and my personal representatives. I have carefully read the agreement and fully understand its contents. I am aware that I am releasing certain legal rights that I or my minor child otherwise may have and I enter into this contract in behalf of myself and my minor child of my own free will.

**THIS IS A RELEASE OF LIABILITY. DO NOT SIGN OR INITIAL THE RELEASE IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS TERMS**

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Relationship: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Parent/Guardian or Instructor Permit No.: \_\_\_\_\_

Signature of Minor Child: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Date of Birth of Minor: \_\_\_\_\_