



KIMBLE COUNTY 4-H SHOOTING SPORTS

Waiver, Indemnification and Medical Treatment Authorization Form

1. EXCULPATORY CLAUSE: In consideration for receiving permission for my/my child's participation in and all activities of the Kimble County 4-H Shooting Sports Program, which is sponsored by the Texas 4-H Shooting Sports Program of the Texas 4-H Office, (herein referred to as "sponsor"), I hereby release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes the sponsor, The Texas A&M University System, the Board of Regents for the Texas A&M University System, Texas AgriLIFE Extension Service, Texas 4-H and Youth Development Program, Texas 4-H Youth Development Foundation, Kimble County 4-H, Texas A&M University, and their members, officers, servants, agents, volunteers, or employees (herein referred to as RELEASEES, or INDEMNITEES), from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me/my child while participating in such activity, while traveling to and from the activity, or while on the premises owned or leased by RELEASEES, **including injuries sustained as a result of sole, joint or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES.** I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct

2. INDEMNITY CLAUSE: I am fully aware that there are inherent risks to my child, myself and others involved with this activity, including but not limited to errant projectiles, faulty cartridges, target pieces, ricochets, venomous snakes, insects and arachnids, as well as moving vehicles, and I choose to voluntarily participate/allow my child to participate in such activity with full knowledge that the activity may be hazardous to me, my child and my property and to the person or property of others. I acknowledge that there may be physically strenuous activities. I know of no medical reason why I/my child should not participate. I **agree to indemnify and hold harmless INDEMNITEES** from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, which may occur to myself, my child, other participants and third persons as a result of my/my child's participation in said activity, **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of INDEMNITEES.**

The undersigned also assumed full responsibility for the risk of bodily injury, death or property damage that may occur during his/her participation, work, or other activities related to the Kimble County Shooting Sports Club, whether or not the same is caused by the negligence of any of the above mentioned governmental entities, their employees and officials, or otherwise.

3. NO INSURANCE: I understand that RELEASEES may or may not maintain any insurance policy covering any circumstance arising from my/my child's participation in the activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage. Organization may not carry general liability insurance to cover claims arising from this activity so it seeks a waiver of claims as additional consideration for the right to participate so organization, can, (a) provide the activity at the lowest possible cost to participants; and (b) provide access to the greater number of participants by expending limited resources on program materials rather than on liability insurance.

4. BINDS HEIRS: It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the state of Texas. In witness whereof, the undersigned has executed this release on the day and year stated below.

5. MEDICAL AUTHORIZATION, INDEMNITY FOR MEDICAL EXPENSES, and WAIVER: I understand RELEASEES cannot be expected to control all of the risks articulated in this form and RELEASEES may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required, as determined by a medical professional at the medical facility, during my/my child's participation in this activity with the understanding that the cost of any such treatment will be my responsibility. I agree to indemnify and hold harmless INDEMNITEES for any costs incurred to treat me/my child, even if INDEMNITEE has signed hospital documentation promising to pay for the treatment due to my inability to sign the documentation. I further agree to release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes, RELEASEES from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me/my child while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, including injuries sustained as a result of sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES. I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

6. VOLUNTARY SIGNATURE: In signing this agreement I acknowledge and represent that I have read it, understand it, and sign voluntarily as my own free act and deed; sponsor has not made and I have not relied on any oral representations, statements, or inducements apart from the terms contained in this agreement. I execute this document for the full, adequate and complete consideration fully intending to be bound by the same, now and in the future. I understand I can choose not to sign this document and free myself and my child from its terms and the associated risks of the of the activity by simply not participating in the activity and choosing some other activity available to me/my child that has a lower level of risk to myself and my child. I further understand this is a voluntary, extracurricular activity. While I understand that alternative activities are available to me/my child that do not have the risks associated with this activity I still desire to voluntarily engage/permit my child to engage in this activity.

SIGNED this _____ day of _____, 20 _____

Participant Signature _____

Printed Name _____

Participant's Date of Birth _____

Parent or Legal Guardian Signature _____

Parent or Legal Guardian Printed Name _____

In case of emergency, contact _____

at the following number _____

If the participant has medical insurance please indicate:

Insurance Company: _____

Policy Number: _____

Name of Primary Policy Holder: _____

Please list any special services your child may require: _____

TEXAS 4-H SHOOTING SPORTS PROGRAM AND ROE PROPERTY SHOOTING RANGE

NOTICE AND RELEASE OF LIABILITY
FOR ENTRY UPON PREMISES AND TRAVEL IN VEHICLES

RECREATIONAL USE

(Place a check in the box if applies)

I hereby acknowledge that I am being granted permission, free of charge, to enter lands owned or leased (herein referred to as "premises") by Cheryl Roe (herein called "Roe Property") for **PURPOSES OF RECREATION**. Recreation as used herein means activity as defined in Texas Civil Practices and Remedies Code § 75.001 including but not limited to: hunting; fishing; swimming; boating; camping; picnicking; hiking; pleasure driving; nature study, including bird-watching; cave exploration; waterskiing or other water sports; or any other activity associated with enjoying nature or the outdoors.

Specific Nature of my visit: I will be participating in the Kimble County 4-H Shooting Sports Program.

NOTICE

I hereby acknowledge that **NATURAL AND ARTIFICIAL DANGEROUS CONDITIONS EXIST** on the premises including the presence of harmful or venomous snakes, insects, spiders, low hanging trees or branches, eroded conditions of the land, wild and domestic animals, deep water, mud, sand, sink holes, oil and natural gas wells, firearms, animal traps, vehicles, furniture including double-decked bunk beds, and slippery walking or driving surfaces. In addition, I hereby acknowledge that other naturally occurring dangerous conditions may exist on the premises as well as artificially occurring dangerous conditions germane to activities on the premises.

RELEASE

In consideration of my entry on to the premises, I hereby **WAIVE, RELEASE AND DISCHARGE** any and all claims for myself, my heirs, executors and administrators I may have or which may develop against the Roe Property, and its trustees, representatives, employees, directors and agents, whether now known or not, for damages or other injury arising out of my entry on to the premises of the Roe Property. It is **MY INTENT TO WAIVE, RELEASE AND DISCHARGE** the Roe Property, and their trustees, representatives, employees, directors and agents **FROM ANY DAMAGES CAUSED BY THE NEGLIGENCE** of the Roe Property, and its trustees, representatives, employees, directors, and agents. I hereby expressly assume all risk associated with my presence on the premises.

I hereby acknowledge that if any parts of this Notice and Release of Liability are determined to be unenforceable in law, that remaining parts of this Notice and Release of Liability shall remain in effect.

IF PARTICIPANT IS A MINOR, SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED:

Date: _____

Name of Minor: _____

Signature of Parent or Guardian:

Printed Name of Parent or Guardian:

Texas 4-H and Youth Development 2019-2020 Code of Conduct

During my 4-H involvement...

1. I am expected to attend **all** sessions that are part of the planned program for **all** activities. I will inform staff if I am not feeling well or have a schedule conflict.
2. I will dress appropriately to the occasion and adhere to any attire requirements stipulated for the event I am attending. 4-H members should be courteous and clean, and possess good manners.
3. Language must be controlled and appropriate for a 4-H member - I will not use language that is socially offensive.
4. Except for planned tours and outings, I will not leave an activity facility any time without permission of the chaperone and/or staff responsible for the event.
5. I will not smoke or use tobacco products, or be in possession of such products, at any 4-H program event.
6. I will not be in possession of, use alcohol or drugs (except those directed by a doctor), or be associated with or remain in the presence of others when they are being used.
7. I will not be in possession of, use, or threaten another person with a weapon, bodily force or language.
8. I will respect the rights of privacy of those attending an activity and those with whom I may be rooming.
9. I will observe hours established by the staff and be **in** my room. No boys **in** girls' rooms, no girls **in** boys' rooms.
10. I will avoid unnecessary roughness to room furnishings, furniture, equipment, etc. Towels, ashtrays, etc., are not to be taken as souvenirs. Occupants of a room or conveyance are financially responsible for any damage or results of misconduct.
11. Any participant at an official 4-H activity who observes a breach of the code of conduct has the responsibility and obligation to report the misbehavior to appropriate chaperones.

Date

Signature

Texas 4-H and Youth Development Consequences of Misbehavior

Violators May Expect:

To have the opportunity to explain actions to the professional Extension staff in charge.

Behavior that is disruptive to the event will be documented and a letter describing such will be sent to the District 4-H Leadership Team, County Extension Agent(s) and parents/guardians of those involved. Examples of offenses are as listed below, but not limited to:

Minor Offenses

1. *Habitually late to program activities*
2. *Not in room at designated time*
3. *Not possessing good manners and using language that is offensive to others*
4. *Not respecting the rights and privacy of those rooming with or attending an activity*
5. *Lying or untruthfulness to chaperones, leaders, event organizers or others in attendance*

Intermediate Offenses

1. *Inappropriate visitation*
2. *Leaving a 4-H activity without the permission of staff member(s) in charge*
3. *Intentional damage to meeting site, sleeping quarters, person, or other person's property*
4. *Bullying*

Major Offenses

1. *Smoking or using tobacco products*
2. *The use of alcohol or drugs*
3. *Carrying an unauthorized weapon*
4. *Threatening another person with a weapon or bodily harm*
5. *Cheating*
6. *Sexual activities*
7. *Theft of any kind*
8. *Acting in a manner considered by 4-H leadership to be harmful or potentially harmful to the health or well-being of themselves or others, whether such act occurred within, or outside of the 4-H program*

Consequences

- For every offense 4-H member will receive a verbal reprimand.
- For every offense the violator shall write letters of apology to the appropriate people.

Major Offenses

- Automatic removal from an event/activity and/or sending a participant home at the parent's/guardian's expense.
- One major offense during any 4-H year may lead to suspension of membership in all Texas 4-H and Youth Development programs for a defined period of time, along with the possibility of facing criminal charges, depending on offense. In addition, 4-H member may be asked to resign from all 4-H offices or leadership roles held or give up monetary awards or scholarships from the Texas 4-H program.
- May lead to Termination of 4-H Membership.

Intermediate Offenses

- One or two violations is grounds for removal from the event/activity and/or sending a participant home at the parent's/guardian's expense.
- Three violations during one calendar year is grounds for the 4-H member to not be allowed in any county, district or state activities for the remainder of the 4-H year. In addition, 4-H member may be asked to resign from all 4-H offices or leadership roles held or to give up monetary awards or scholarships from the Texas 4-H program.

Minor Offenses

- Consistent discipline problems requiring more than two reprimands is grounds for sending a 4-H member home at the parent's/guardian's expense.
- Habitual discipline problems requiring more than four reprimands during one calendar year is grounds for the 4-H member to not be allowed in any county, district or state activities for the remainder of the 4-H year. In addition, 4-H member may be asked to resign from all 4-H offices or leadership roles held or to give up monetary awards or scholarships from the Texas 4-H program.

Course Of Action

Event managers responsible for 4-H events and activities are encouraged to communicate to 4-H participants and adult chaperones prior to the event a standard of acceptable behavior, via the Commitment to Excellence. Standards of behavior and consequences should be reviewed with participants as part of the initial orientation.

1. Event Manager obtains all the relevant facts.
2. Brief the on-site adult responsible for the youth delegate (Extension faculty member or 4-H volunteer).
3. If not on-site, but available via phone, brief the county Extension faculty member and District Extension Administrator responsible.
4. Review consequences of misbehavior. The following steps should be taken when sending a 4-H member home:
 - *Extension faculty member contacts parents.
 - *Parents advised that child is being sent home by safest, most direct means, and that parents are responsible for cost.
 - *Event manager decides if parents should be given the option of picking up the child.
 - *County Extension faculty member collects money from parent to pay transportation charges.
 - *Follow-up correspondence from event's manager to appropriate county Extension faculty member, District 4-H Leadership Team, child and parent for documentation.
5. For all reprimands a Summary Letter and Accident/Incident Report Form will be completed and mailed to the 4-H member, parent, County Extension Agents, District Extension Administrator, County Extension Directors (if applicable), 4-H Specialist, Texas 4-H Program Director and the Associate Directors for 4-H, Youth and Human Sciences and County Programs. Additionally, notification will be made to District 4-H Leadership Team prior to letter and form being mailed.

I have read the Texas 4-H Commitment to Excellence and understand what violators may expect. I agree with the Code of Conduct and do intend to abide by it throughout my 4-H activities. I have reviewed and understand the Consequences of Misbehavior.

4-H Member Signature

County

District

Date

As the parent or guardian of _____ I have read the commitment and do support all points. I give permission to the professional Extension faculty in charge to carry out the Code of Conduct as described including inspection of rooms.

Parent or Guardian

Date



KIMBLE COUNTY 4-H SHOOTING SPORTS

SAFETY RULES

Firearms to be used by participants will be small-bore .22 caliber rifles provided by the local 4-H Club. Participants may not bring their own firearms to the Range unless prior approval has been given by the Shooting Sports Instructor/Coach

For the Safety of Participants in the Shooting Sports Program as well as all Personnel on or near the Shooting Range, The below rules **MUST** be observed at **ALL TIMES** when handling firearms on or off the Range.

Firearm/Gun Safety Rules

1. The muzzle of firearm will be pointed in a safe direction at all times. When on Range, muzzle will be pointed down range at all times
2. The action or breech will be open and firearm unloaded at all times until firing line is clear and permission has been given load and to fire.
3. Keep finger off trigger at all times until permission has been given to fire by Range Officer.

Range Safety Rules

1. When on firing line, EYE and EAR Protection **MUST** be worn.
2. Commands by Range Officer and/or Instructor/Coach will be observed at all times.
3. In the event of a MISFIRE, Participant will keep muzzle pointed down range and RAISE HAND to alert Range Officer. Misfired rounds will be cleared in position (Muzzle pointed down range) by Range Officer or Instructor.
4. "CEASE FIRE!" may be given by anyone for Safety Reasons. When the command "Cease Fire!" is given, Participants will immediately cease fire, make Rifle Safe by keeping muzzle pointed down range, action open, unloaded and open bolt indicator inserted, then step back away from the firing line.
5. No Personnel will be allowed down range in the target area until firing-line is secured and the "Range is Secure" command is given by Range Officer.

*Instructor/Coach may add or amend the above rules as necessary in the interest of Safety.

COMPETITION REQUIREMENTS

To be eligible to participate in Local, District and State Level Competitions, Students must attend 50% of all scheduled practices.

I have read the **CODE OF CONDUCT** and **SAFETY RULES** above and agree to follow the guidelines.

Member's Signature _____ Date _____

Print Member's Name _____

Parent/Guardian's Signature _____ Date _____

Print Parent/Guardian's Name _____

KIMBLE COUNTY 4-H SHOOTING SPORTS CLUB
Member Data Form

4-Hers Name: _____

Age: _____

Years in 4-H _____

Birth Date _____ Grade _____

Sex _____

Parent or Guardian _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Work Phone _____

E-Mail: _____

Alt. E-Mail: _____

In Case of Emergency:

First Contact

Name: _____ Ph. Number: _____

Relationship: _____

Second Contact

Name: _____ Ph. Number: _____

Relationship: _____