



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 VOLK 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 Gary and Cheryl Volk (herein called "Volk 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 Volk 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 Volk Property. It is **MY INTENT TO WAIVE, RELEASE AND DISCHARGE** the Volk Property, and their trustees, representatives, employees, directors and agents **FROM ANY DAMAGES CAUSED BY THE NEGLIGENCE** of the Volk 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:



KIMBLE COUNTY 4-H SHOOTING SPORTS

CODE OF CONDUCT

- Eye protection of prescription/safety glasses is mandatory.
- No smoking or use of smokeless tobacco at program events.
- 4-H events encourage interaction among all members of the group, but not exclusively with another person.
- Necking, kissing and other sexual displays of personal affection are in poor taste and must be avoided.
- Proper Dress will be required at all times on Shooting Range
- Proper Dress will be Long Pants and Closed Toe Shoe, No Exceptions.
- At all times be courteous, clean and possess good manners.
- Language must be controlled and appropriate for a 4-H member – NO SWEARING.
- Participants are not to leave the assigned program area at any time without permission from the instructor in charge.
- Participants will not use alcohol or drugs.
- Eye and Ear protection is needed for all weapons .22 or larger to include shotguns.
- To take part in a 4-H shooting club activity, members must have their dues paid, if required, and record books up to date.
- All guns must be handled as if loaded.
- Absolutely no horseplay of any kind will be tolerated.
- Parents/relatives/non-participants are not allowed on firing line during live fire exercise.

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 giving 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.

DICIPLINARY ACTIONS

Participants will observe and obey all Safety Rules as defined in this document at all times.

Violations of the Firearm/Gun Safety Rules will result in the following **Disciplinary Actions:**

First Offense – A warning will be given and participants re-instructed on proper safety procedures.

Second Offense – Participant will be removed from the Firing Range and excluded from any activities for one week, during which, participant will be required to write a 200 word essay about firearm safety, to be given to the Instructor/Coach prior to returning to the program and demonstrate his/her full understanding of the rules set forth in this document.

Third Offense – Removal from Shooting Sports Program for one Calendar Year. After one calendar year and participant has demonstrated his understanding of the rules to the instructor/coach, participant may be allowed back into program on a probationary basis for 6 months, during which no violations of the rules can occur by the participant. If rules are violated during the probationary period, participant will be dismissed from the program indefinitely.

I have read the **CODE OF CONDUCT** and **SAFETY RULES & DICIPLINARY ACTIONS** set forth 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: _____