

Tarheel Chapter Etiquette & Safety Policy

Adopted 10/16/2024

As a condition of participation in Chapter events, including training days and tests, members must read and acknowledge in writing their willingness to adhere to the following safety rules. This must be completed yearly, at the time of membership renewal.

Please see attached exhibits that go along with the safety policy and RGK Waiver

- a. RGK Waiver
 - b. RGK land area map
 - c. Lodge radius map
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1. All dogs shall be under control (either leashed or at heel) until you are in your designated training field.
 - a. Run your dog(s) ahead of training.
 - b. Please do not free-run dogs on the grounds prior to the start of training.
 - c. If your dog is in/or close to being in season please notify a chapter representative prior to the start of the training day.
 2. Children under the age of 17 shall be monitored and in the presence of their guardian at ALL times.
 3. ALL members within 150 yards of any live fire areas must wear hunter safety orange.
 4. No vehicles are allowed in the field at any time other than on test days or due to an emergency.
 5. Members shall park only in designated areas of the training grounds.
 6. Guest members are allowed to participate during two training days without membership, but shooting is not permitted. Guests must also sign a NAVHDA waiver and RGK waiver before entering any of the fields.
 7. Clean-up after your dog(s) when near the lodge and the mowed area in and around the lodge.

Due to the nature of Tarheel NAVHDA activities, participation of members in any shooting event is dependent on their ability to exhibit safe weapon handling practices.

- Failure to comply with safe weapon handling basics as outlined, may result in the member being asked to refrain from participating in the remainder of the event in which the behavior is exhibited.
 - If the same member again exhibits unsafe behavior at a later event, the member may be asked to refrain from participating in future events.
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1. Maintain muzzle control
 - a. Always keep your firearm pointed in a safe direction.
 - b. Do not sweep people or animals.
 - c. Do not discharge too close to people or unannounced.
 2. Be certain of your target, your line of fire and what lies beyond your target.

- a. Visible sky ensures birds are above our dogs.
 - b. If in doubt, don't take the shot.
 - c. Do not shoot towards LJ Ellis Lane or the Lodge.
 - d. Do not shoot when a person or dog is in front of your line of fire.
 - e. Shots shall not be taken at low flying or non-flying birds.
3. Keep your trigger finger outside the guard and off the trigger until you are ready to fire.
 - a. Safety mechanisms shall remain engaged until the time the gun is mounted to discharge the firearm.
 - b. Gunners shall consider safety for all persons and the dogs paramount and shall not take any shot which may possibly place a person or dog in danger.
4. Handlers are responsible to make their gunner(s) aware of their training intentions and take safe shots only.
 - a. Avoid shooting when a dog has broken or is in motion unless permission is granted by the owner/handler.
5. Tarheel Chapter of NAVHDA shall supply ALL ammunition for use during training days and tests. **No exceptions.**
6. All guns shall only be loaded at the designated training field and must be unloaded before leaving that field.
7. No shooting is permitted during any Tarheel NAVHDA Event beyond what is required to support the training or testing event. (Unless permission is obtained to set up and use the sporting clay thrower by an RGK and chapter representative.)
8. Only hinged frame (break-open) shotguns of conventional gauge are allowed to be used during training and tests.
9. Only approved members of the Tarheel Chapter shall be allowed to shoot during training days. To become an approved member, please contact Chapter leadership.
10. Birds shall NOT be planted, worked or shot closer than 150 yds from lodge/parking/bystanders
 - a. The exception to this policy is the NA puppy field where NO birds shall be shot.

Signature

Name of Member: _____

Date: _____

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in NAVHDA TARHEEL sanctioned events to include training days, fundraisers and tests (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in the same.

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge RUSTY GUNS KENNEL, located at 553 Farrar Dairy Rd, Lillington, North Carolina 27546 and 345 LJ Ellis Ln Bunnlevel NC 27546 their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively "Releases"), from any physical or psychological injury that I may suffer as a direct result of my participation in the mentioned activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend, and hold harmless the Releases against all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releases are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releases. If I should require medical care or treatment, I authorize Rusty Guns Kennel to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred because of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Rusty Guns Kennel official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Rusty Guns Kennel AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Rusty Guns Kennel FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Rusty Guns Kennel, its agents, and employees.

I agree that this Release shall be governed for all purposes by North Carolina law, without regard to any conflict of law principles. This Release supersedes all previous oral or written promises or other agreements.

If any damage to equipment or facilities occurs because of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, _____ and Rusty Guns Kennel agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

If any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact</u>	<u>Contact Relationship</u>	<u>Contact Telephone</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant's Name: _____

Participant's Address: _____

Signature: _____

Date: _____

PARENT / GUARDIAN WAIVER FOR MINORS

If the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

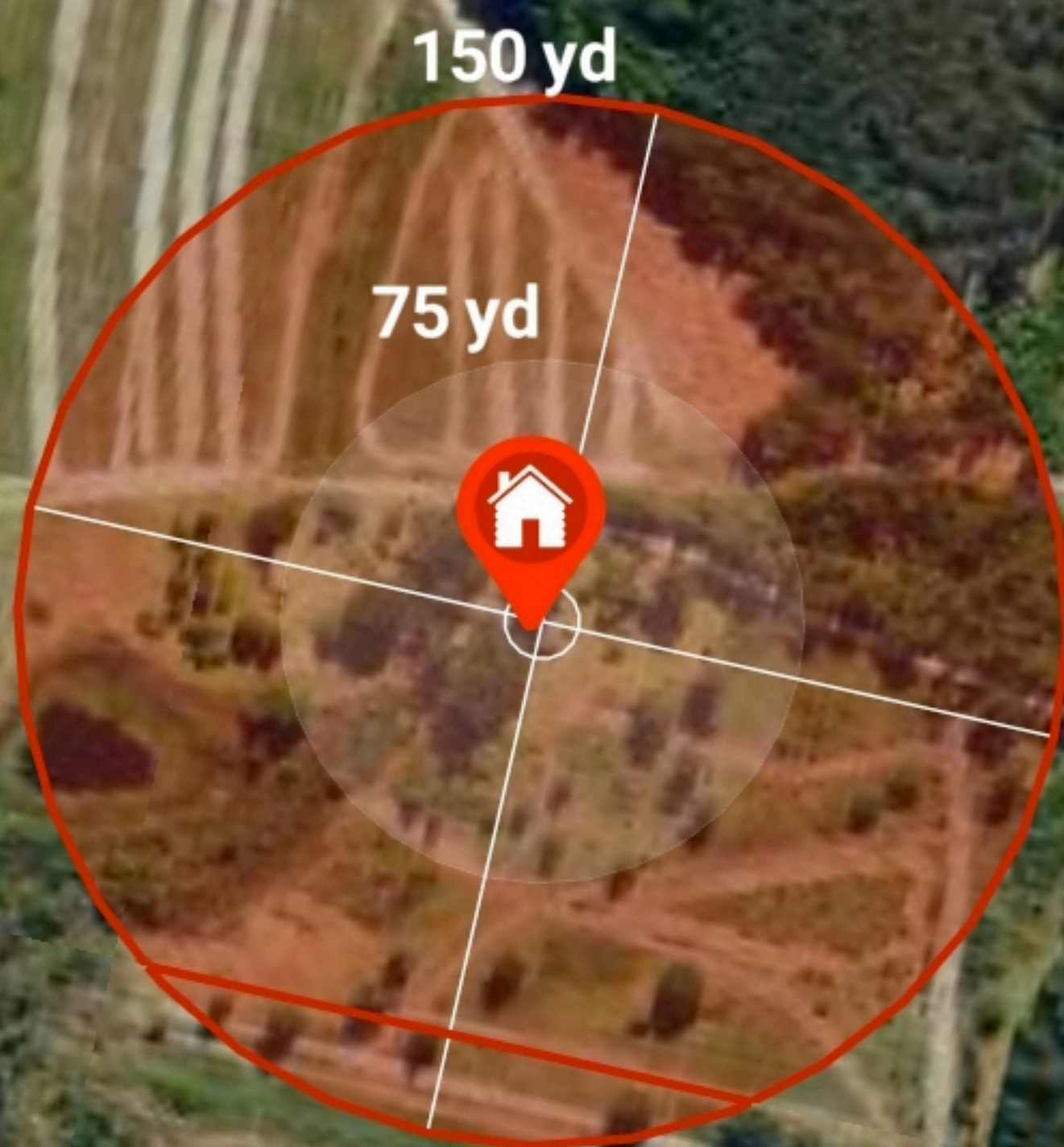
I HEREBY CERTIFY that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: _____

Relationship to Minor: _____

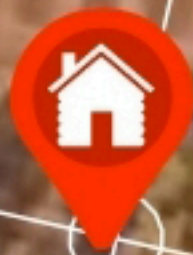
Signature: _____

Date: _____



150 yd

75 yd



DO NOT ENTER FOR
ANY REASON

Restricted

Restricted

N

Zone #5

Zone #2

Zone #1

Restricted

L J Ellis Ln

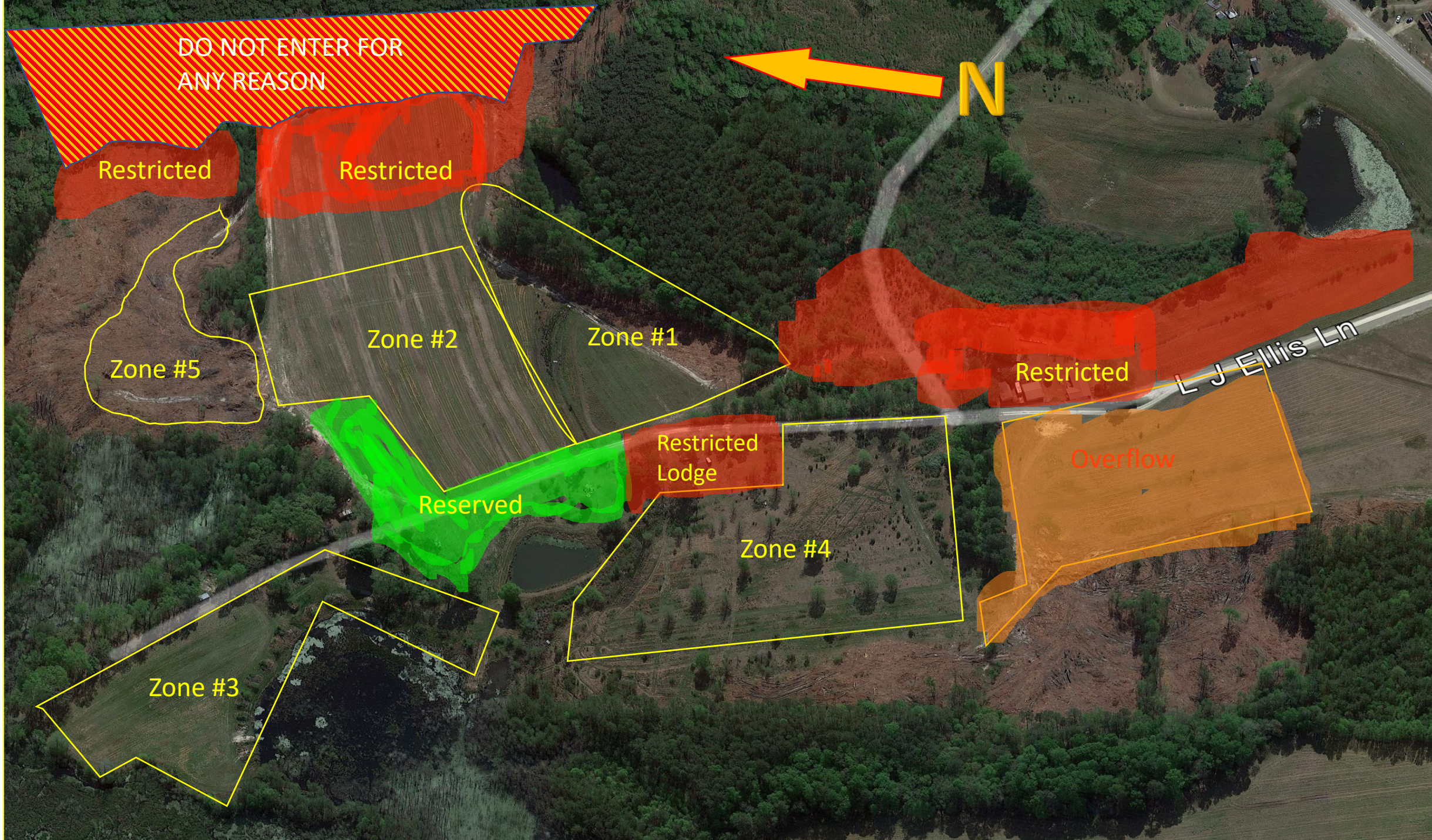
Restricted
Lodge

Reserved

Overflow

Zone #4

Zone #3





Fairway Rd

North Prong Anders

Restricted

OVERFLOW

Zone #7

Zone #6

Restricted
Kennel
and House

Reserved
Rusty Guns Kennel

Zone #3