The Fort Bragg 4-H Club Shooting Sports Project is allowed to use shooting range located on the Jackson Demonstration State Forest (JDSF) under a Special Use Permit issued by the California Department of Forestry and Fire Protection (CalFire). This Permit carries a number of special conditions that all persons attending 4-H activities at the shooting range need to be aware of and follow. CalFire also requires a special Waiver of Liability and Hold Harmless Agreement, which is included in this document

CalFire requires that 4-H provide two or more certified medical responders (i.e. wilderness first responders, emergency first responders or EMTs), and one (1) or more portable toilets. The Project Leader has made arrangements to meet these requirements.

CalFire also requires the following conditions for all participants:

* 4-H participants will do all in their power to Prevent and Suppress Fires along the event route, and understand that they Can Be Held Responsible for the cost of suppression of fires resulting from their negligence.
* As standard procedure for all 4-H activities, Smoking is Prohibited.
* When this EVENT is occurring during fire season, ALL event related motorized vehicles on the State Forest shall carry fire suppression equipment, including an **axe and long-handled, point-bladed shovel and a fire extinguisher**. Vehicles may be inspected at any time. If you do not have this equipment with you, you will not be allowed to access the JDSF property or shooting range.
* 4-H is responsible for closing and controlling all public access to the shooting area for public safety during the EVENT days.
* 4-H is responsible for removal and disposal at its own expense all debris within the designated shooting area.
* 4-H and EVENT participants shall protect from unnecessary damage the resources and facilities of JDSF, including but not limited to the trees, vegetation, watercourses, wildlife, roads, erosion control facilities and trails.
* 4-H shall make necessary repairs to all JDSF facilities damaged beyond normal wear and use as a result of the EVENT. Repairs shall occur within 7 days following the last day of the EVENT.
* 4-H shall not use nails, pins or other metal objects to attach information, directional signs and/or decorations to trees.
* 4-H shall remove all signs, decorations, road cones, flagging and other EVENT associated materials within 2 days following the last day and ending time of the EVENT.
* The total number of EVENT participants (including event staff) shall be limited to a **maximum of 25 participants**.
* 4-H will perform cleanup of all event related trash and associated waste related to firearms shooting such as spent shells and bullets.

By signing below (on the next page), I indicate that I have read and understand these permit conditions and agree to follow them as a condition of my participation in the Fort Bragg 4-H Shooting Sports Project or events occurring at the Jackson Demonstration State Forest. I will follow the instructions of my Project Leader to ensure the safety of the project and compliance with the permit conditions. I understand that if I do not follow these permit conditions, 4-H may not be allowed to use the Jackson Demonstration State Forest for future activities. If a 4-H member or other participant or attendee fails to abide by all of these conditions, they can be removed from continued participation in the Fort Bragg 4-H Club Shooting Sports Project.

In consideration for receiving permission to organize, conduct, and participate in the Activity described in the attached application in the Jackson Demonstration State Forest (JDSF), I hereby **release, waive, discharge, and covenant not to sue**, the Department of Forestry and Fire Protection (CAL FIRE), the State of California, the Regents of the University of California and their officers, agents, servants, or employees (collectively referred to as the Released Parties) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by any participant of the Activity, or any of the property belonging to any participant, **whether caused by the negligence of the Released Parties**, or otherwise, while participating in or resulting from the Activity, including traveling to and from the Activity.

I am fully aware of the usual risks involved and hazards connected with the Activity, and the usual risks and hazards inherent with being in a forest, including but not limited to, personal injury risks, fire risks, animal attack risks, and/or risks to others that participate in the Activity. I hereby elect to voluntarily organize the Activity with full knowledge that the Activity may be hazardous to participants and also to the property of the Released Parties and all participants. I understand the Released Parties have not made any representations that the conditions of JDSF are suitable for the Activity or that JDSF is free from defects. **I voluntarily assume full responsibility for any risks of loss, property damage, emotional injuries, or personal injury, including death** that may be sustained by any participant and any loss or damage of property owned by the Released Parties or any participant as a result of being engaged in the Activity or traveling to and from the Activity, **whether caused by the negligence of the Released Parties or otherwise**.

I further hereby **agree to indemnify and hold harmless** the Released Parties from any loss, liability, damage or costs, including court costs and attorney fees, that any participant may incur due to the participants participation in the Activity or actions of the Released Parties, **whether caused by negligence of the Released Parties or otherwise**.

I understand that the Released Parties do not maintain any insurance policy covering any circumstance arising from myself or participants' participation in the Activity or any activity associated with or facilitating that participation. As such, I am aware that I should review my insurance portfolio. I hereby agree to be solely liable and responsible for any and all claims arising from the organization of and participation in said activity.

It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind my officers, agents, servants, and employees. It shall also bind all participants in the Activity. **I understand that every part of this Agreement applies to me as an organizer of the Activity in the same manner in which it applies to participants of the Activity**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of California. The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**In signing this release, I acknowledge and represent that** I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; prior to executing this waiver and release of liability, I was given the opportunity to thoroughly read the entire document and to consult my own legal counsel regarding the potential effect of signing this agreement; I understand signing this waiver makes me liable for any cause of action arising out of any person's participation in, including travel to and from, the Activity; I am at least eighteen (18) years of age and fully competent (or the release is signed by parent/guardian for anyone under age 18); have the authority to bind my officers, agents, servants, and employees; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

**RELEASOR(s)**

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4-H member or participant (Print Name) Signature Date

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Parent/guardian (If member is under 18) Signature Date