# CEDAR ROD & GUN CLUB, INC. RANGE MANUAL



## STANDARD OPERATING PROCEDURES

CEDAR ROD & GUN CLUB, INC. 8075 S. SULLIVAN RD CEDAR, MI 49621

# Cedar Rod & Gun Club Range Manual **TABLE OF CONTENTS**

#### Version 1.1

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#### **PURPOSE**

In 1994, the Michigan legislature passed the Sport Shooting Ranges Act. This act is intended to protect sport shooting ranges from nuisance lawsuits and exclusionary zoning. In order to be protected under the Act, a range must operate "in compliance with generally accepted operation practices." In a letter dated April 9, 1997, from the Department of Natural Resources to the Natural Resources Commission, "generally accepted operation practices" are defined as certain Sections of the 1988 NRA Range Manual. The NRC has construed these sections as meeting the "generally accepted operation practices" of the Act.

In the summer of 2002, the Cedar Rod & Club ("Club") hired an expert from the NRA Range Technical Team Advisors to determine if we were in compliance with these standards and to suggest other, non-required changes. As part of the Club implementing these suggestions, this Range Manual was created. Many items in this manual address issues presented in the NRA Range Manual. Promulgation of these rules and procedures will ensure our Club is safe, enjoyable and will be here for the next generation of shooting enthusiasts.

### SECTION 1 GENERAL CLUB INFO

#### **Cedar Rod and Gun Club History**

The Cedar Rod & Gun Club was established by Pete Schettek, Paul Garvin, Rufus Brow and Joe Pleva. In the beginning, meetings were held at the Solon Township Hall, the Cedar Fire Hall or Brow's Barber Shop in Cedar. In 1960, the Club purchased 25 acres of land on Sullivan Road from John Rosinski. Trap shooting was established in 1962 and continues at the site to this day. A log building was moved to the site in 1964 from Lake Leelanau to serve as the clubhouse. In 1966, a garage was moved from Greilickville and added to the north side of the building. Early in the 1970's, a Skeet and Rifle range was added. In 1978, a kitchen was added to the clubhouse, and in 1990, a range was established for Sporting Clays. An addition to the east end of the building was completed in 1992 and a Pistol Range was developed in 1994. The Club is a not-for-profit corporation.

In 2001, the Cedar Rod & Gun Club Educational Foundation was formed. The Education Foundation is the training and education arm of the Club and is a 501(c)(3) charity for tax purposes.

#### **Club Address and Phone Number**

#### **Club Facilities:**

Cedar Rod & Gun Club, Inc. 8075 S. Sullivan Rd Cedar, MI 49621 (231) 228-6109 (Clubhouse)

#### **Bills and General Mail:**

Cedar Rod & Gun Club, Inc. P.O. Box 171 Cedar, MI 49621-0171

#### **Membership and Foundation Mail:**

Cedar Rod & Gun Club Educational Foundation, Inc. P.O. Box 1825 Traverse City, MI 49685-1825

**<u>Board of Directors and Officers:</u>** The Club has a President, Vice President, Treasurer and Secretary as well as five at-large directors. Together, these nine individuals manage the Club.

Directors and officers are elected for two year terms. The current roster of directors and officers are listed in the Club Newsletter and on the Club's website (<a href="www.crgc.org">www.crgc.org</a>) under the headings "Club Information" and "Leadership"

#### **Range Safety Officers (RSOs):** The Club has several NRA Certified RSOs as follows:

Name	Phone Number
Mark Stephens	231.922.0258
David Bieganowski	231.947-6073
Jerome Bufka	231.228.5411
Robert Bufka	231.228.5751
Lou Bufka	231.228.7212
Greg Julian	231.228.6291

Pursuant to the Club Bylaws, all Club Officers and Directors are considered RSOs for purposes of enforcement of these rules. The Board may appoint other Range Safety Officers as they deem appropriate. Range Safety Officers and Club Officers and Directors have the authority to remove people from the range for unsafe behavior or any

other reason. Throughout this Range Manual, RSO shall be defined as any individual designated as either an NRA Certified Range Safety Officer, an Officer, or Director of the Club in this section. RSOs are not always on-site. Members are to police themselves when RSOs are not on duty.

#### **Constitution and Bylaws:**

The Club Constitution and Bylaws are found in this manual in **Appendix A**.

#### Maps, Plans, Surveys and Drawings

A site plan showing the Club property and each range is found in this manual in **Appendix B.** 

# SECTION 2 ADMINISTRATIVE RULES / FACILITIES

These rules pertain to the Club facilities, Club grounds and general Club policies.

- 1. <u>Membership Cards:</u> Every member must carry his or her membership card on their person when using the Club or any range. Any RSO, event range officer, or member may ask that another member show their card and some identification. Members must first show their own card before asking another to show their card.
- 2. <u>Club Access:</u> Access to the Club is controlled by an electronic access control system, and each member was issued an access card with the acceptance of their membership. To open a gate the member places his or her INDALA access card on the card reader on the gate latch. The access control system will release the gate latch and "log-in" the member's identity together with the date and time of entrance. Members shall not give their access card to non-members. Doing so will be grounds for revocation of your membership.
- 3. <u>Gate Policy:</u> Unless an event is in progress, members must close and lock the gate behind them when using the ranges. New arrivals will open the gate themselves using their own access card.
- 4. <u>Hours:</u> The ranges are open from 10:00 a.m. until dark from December 1 to November 14. Trap shooting may run until 10:00 p.m. with the lights on and a RSO or range officer present. From November 15 until November 30, the ranges are open ONLY for emergency sight-in from 12:00 noon to 2:00 p.m.

These hours are generally a courtesy to the Club's neighbors but may be deviated from with special permission by a RSO or the Board.

- 5. **Parking:** Parking is only permitted in designated parking lots. No parking is allowed on Sullivan Road or the road shoulders.
- 6. **Parking Lot Lights:** Parking lot lights should be used during Club events after dark. The switch is in the main clubhouse and runs off a timer.
- 7. <u>Trap Field Lights:</u> Trap field lights may only be used for regular trap shooting on scheduled dates.
- 8. <u>Location of Information:</u> Information on range availability and scheduling is available 24 hours a day at the Club's web site <a href="www.crgc.org">www.crgc.org</a>. Special range closings or information can also be found on the bulletin board on the west wall of the sporting clays building or on the bulletin board on the pistol range. This board also contains a calendar of events and a schedule of what range is open on what days. Range Rules are posted in the following locations and material data sheets are found in the Sporting Clays Building, Main Clubhouse, Rifle Range and the Pistol Range.
- 9. **Guests/Children:** Members may bring a non-member guest. A member must accompany all non-member guests at all times and children must be closely supervised. All guests must sign the Club provided "**RELEASE**, **WAIVER**, **INDEMNIFICATION**, **HOLD HARMLESS**, **AND ASSUMPTION OF THE RISK AGREEMENT**" ("Release") agreement found in the range cabinets, clubhouse behind the counter or in the Range Rules Manual.
- 10. **Release/Hold Harmless:** Each individual must sign the Club provided release/hold harmless agreement ("Release") annually when establishing or renewing a membership. A sample release/hold harmless agreement is shown in **Appendix C.** These forms may be found in the clubhouse, sporting clays building or in the pistol and rifle range cabinets. Forms can also be printed from the web site. Completed forms should be placed in the mailbox near the main clubhouse door marked for that purpose.
- 11. <u>Pets:</u> Pets are not allowed in buildings or unrestrained on Club grounds with the exception of Service Dogs.
- 12. <u>Alcohol and Drugs:</u> Alcohol is prohibited on all Club property except as provided in the Club's Bylaws. Drugs are prohibited on all Club property. Shooters may not consume alcoholic beverages or drugs (including prescription and over-the-counter medications) before or during live firing. The RSO shall deny range access to anyone in violation.
- 13. **Smoking:** Smoking is not allowed on the firing line or during any black powder shooting.
- 14. <u>Main Clubhouse:</u> The main clubhouse can be used during organized events. The heat, water and lights must be turned off and doors locked when finished using the building.
- 15. **Sporting Clays Building:** The door combination to open the Sporting Clays Building was provided with your membership renewal. Members may use the building at any time.

- 16. <u>Telephone Numbers:</u> A list of important telephone numbers is found in each range cabinet, in Section 1 of each Range Rules Manual, and in the club house. If a situation arises where an RSO or Director must be called, call one of the individuals on the list.
- 17. **Inspections:** Ranges shall be inspected at least quarterly by an RSO.

### SECTION 3 VIOLATIONS/ENFORCEMENT OF RULES

- 1. <u>Conduct:</u> All members shall observe the NRA safety rules and range rules of the Cedar Rod & Gun Club.
- 2. **Enforcement of Rules:** Any member may enforce the rules found in this Range Manual. Suspensions and ejections can only be made by the RSOs or range officer. If none of these officials are on site, notify an RSO at the telephone numbers found in the range cabinets or on the bulletin board.
- 3. **Reporting:** Violations of these rules shall be reported to the RSOs or range officer onsite. Injuries, incidents, unsafe conditions, equipment failure, and other unusual occurrences shall also be reported to the RSOs.
- 4. <u>Sanctions:</u> A member found violating these rules may **first** receive a verbal warning and be asked to leave for the remainder of the day. A **second** offense or any unsafe handling of a firearm may result in suspension of membership and shooting privileges for one year. A **third** offense may result in lifetime expulsion.

It is not a member's obligation to physically remove an offender. If an unsafe practice is observed by a member, that member should leave the range for their own safety. Obtain a name or license plate number, if possible, note the time/date and report the incident to an RSO. Use the phone numbers herein starting with the Club President and going down the list until an RSO is reached.

# SECTION 4 GENERAL SAFETY RULES

#### NRA Rules for Safe Gun Handling

- 1. Always keep the gun pointed in a safe direction. This is the primary rule of gun safety. A safe direction means that the gun is pointed so that even if it were to go off it would not cause injury or damage. The key to this rule is to control where the muzzle or front end of the barrel is pointed at all times. Common sense dictates the safest direction, depending on different circumstances.
- 2. Always keep your finger off the trigger until ready to shoot. When holding a gun, rest your finger on the trigger guard or along the side of the gun. Until you are actually ready to fire, do not touch the trigger.
- 3. Always keep the gun unloaded until ready to use. Whenever you pick up a gun, immediately engage the safety device if possible, and, if the gun has a magazine, remove it before opening the action and looking into the chamber(s) which should be clear of ammunition. If you do not know how to open the action or inspect the chamber(s), leave the gun alone and get help from someone who does.

A safety can fail. Safe gun handling rules should be followed all the time!

#### NRA Rules on Using or Storing a Gun

- Know your target and what is beyond. Be absolutely sure you have identified your target beyond any doubt. Equally important, be aware of the area beyond your target. This means observing your prospective area of fire before you shoot. Never fire in a direction in which there are people or any other potential for mishap. Think first. Shoot second.
- Know how to use the gun safely. Before handling a gun, learn how it operates. Know its basic parts, how to safely open and close the action and remove any ammunition from the gun or magazine. Remember, a gun's mechanical safety device is never foolproof. Nothing can ever replace safe gun handling.
- **Be sure the gun is safe to operate.** Just like other tools, guns need regular maintenance to remain operable. Regular cleaning and proper storage are a part of the gun's general upkeep. If there is any question concerning a gun's ability to function, a knowledgeable gunsmith should look at it.
- Use only the correct ammunition for your gun. Only BBs, pellets, cartridges or shells designed for a particular gun can be fired safely in that gun. Most guns have the ammunition type stamped on the barrel. Ammunition can be identified by information printed on the box and sometimes stamped on the cartridge. Do not shoot the gun unless you know you have the proper ammunition.

- Wear eye and ear protection as appropriate. Guns are loud and the noise can cause hearing damage. They can also emit debris and hot gas that could cause eye injury. For these reasons, shooting glasses and hearing protectors should be worn by shooters and spectators.
- Never use alcohol or over-the-counter, prescription or other drugs before or while shooting. Alcohol, as well as any other substance likely to impair normal mental or physical bodily functions, must not be used before or while handling or shooting guns.
- Store guns so they are not accessible to unauthorized persons. Many factors must be considered when deciding where and how to store guns. A person's particular situation will be a major part of the consideration. Dozens of gun storage devices, as well as locking devices that attach directly to the gun, are available. However, mechanical locking devices, like the mechanical safeties built into guns, can fail and should not be used as a substitute for safe gun handling and the observance of all gun safety rules.
- Be aware that certain types of guns and many shooting activities require additional safety precautions.

#### Cleaning

- Regular cleaning is important in order for your gun to operate correctly and safely.
   Taking proper care of it will also maintain its value and extend its life. Your gun should be cleaned every time that it is used
- A gun brought out of prolonged storage should also be cleaned before shooting. Accumulated moisture and dirt, or solidified grease and oil, can prevent the gun from operating properly.
- Before cleaning your gun, make absolutely sure that it is unloaded. The gun's action should be open during the cleaning process. Also, be sure that no ammunition is present in the cleaning area.

#### Hygiene

These hygiene guidelines are intended to minimize exposure to airborne particulate lead and cleaning product residues. Everybody exposed at the range or cleaning area, even if they did not participate in the shooting session, should follow these guidelines.

- Refrain from eating, drinking, and smoking, applying makeup, or otherwise placing hands in proximity to the mouth or nose while on the range or cleaning a gun.
- Wash your hands and face with cold water after leaving the range or cleaning area before eating, or drinking.
- Change and wash clothing after a shooting or gun cleaning session to minimize exposure to airborne particulate lead or solvent and cleaning product residues.

#### **Working with Lead**

- 1. Wear different clothing and footwear to the range....separate to what you wear at home or to work.
- 2. Wash your hands immediately after shooting using COLD water. Warm water opens up the pores on your hands, increasing the likelihood of lead ingestion. Blow your nose as well, rinse out your mouth several times with cold water.
- 3. DO NOT chew gum or tobacco on the range.
- 4. Wash all range clothes SEPARATELY from normal clothes. Use Liquid Sugar Soap to do this, not regular washing liquid.
- 5. Remove footwear before entering your dwelling (in fact, put them into your trunk if you can avoid stepping into your car).
- 6. Shower in cool water as soon as possible after leaving the range. Use separate face washers etc.
- 7. Try not to eat until you have cleaned yourself.
- 8. Follow the same decontamination steps after cleaning your firearms as well.

Make no mistake; lead poisoning is seriously damaging stuff. It can lead to serious complications such as birth defects, respiratory problems, memory loss etc., and lead in your blood does not go away quickly. Protect yourself at all costs and never take lead for granted. Soap and water are available in the clubhouse bathroom when the building is open.

# SECTION 5 GENERAL RANGE RULES

- 1. <u>General:</u> Live firing conducted at the Range Complex is designed to provide members and authorized personnel access to a facility where they can become proficient with their privately-owned firearms.
- 2. **Facilities for Use:** Range availability is set forth on the written schedule posted in the bulletin board and on the Club website. Live-fire shooting is normally limited to the ranges and equipment shown in this manual under **Section 6 -Special Range Rules**. A summary is found below:

**Rifle Range:** Any black powder firearm; rifles up to .50 caliber; pistols and shotguns any caliber or gauge

**Pistol Range:** Any black powder pistol, BB guns, air rifles, air pistols, rifles - 22 caliber only; handguns up to .50 caliber

**Trap and Skeet Range:** Shotguns only. (Up to #7½ shot; no slugs.) **Sporting Clays Range:** Shotguns only. (Up to #7½ shot; no slugs.)

For questions or clarification on the above list, please contact an RSO.

#### 3. Range Limitations and Safety Requirements:

Live-fire shooters will:

- a. Fire only on scheduled ranges at scheduled times. Watch for posted range closings.
- b. Fire only authorized firearms and ammunition.
- c. Fire at authorized targets only and authorized target stands. Metal targets are to be used for organized events only and not for recreational shooting.
- d. Ensure all projectiles impact within the established range safety limits.
- e. Call "Cease Firing" and make safe all firearms when a shooter moves forward of the firing line or during any unsafe condition.
- f. Call "Cease Firing" if a firing line becomes staggered (i.e. one shooter forward of another) anywhere on the range.
- g. Use appropriate ear protection.
- h. Wear appropriate eye protection. This means 3-sided, approved eyewear.
- i. Shooters must wear a shirt and shoes. No open toe shoes allowed.
- j. Notify the RSO of any safety infractions.
- k. Police all brass, targets, boxes, paper, and other debris that accumulates on the range and dispose of them in the containers provided.
- 4. **Authorized & Prohibited Firearms:** Fully automatic firearms are authorized. However, the owner must contact an RSO for approval prior to live-fire. The RSO can deny automatic fire during shooting for any reason. The member must provide the proper federal licenses and all required paperwork to the RSO prior to firing any automatic firearms.

Illegal firearms are not authorized. Black powder cannons are prohibited.

- 5. **<u>Authorized Personnel:</u>** The following persons are allowed to fire on the range:
  - a. Current members of the Club.
  - b. Invited guests of the above who have signed a Release, provided the authorized member is present and assumes full responsibility for the conduct of his or her guest(s).
  - c. Personnel approved by the RSOs on a case-by-case basis.

#### 6. Club Member Responsibilities:

- a. All shooters and spectators must fill out "Release" agreements. Club members will sign one before getting a membership card.
- b. Shooters will conduct themselves in an orderly manner at all times and will be responsible for the conduct of any guests they bring.
- c. All shooters are responsible for their guns and ammunition while on the Club property.
- d. Firearms that are out of the case and not being fired must be benched or in a rack. (Actions open and facing up, chambers empty, muzzles pointing in a safe direction, and safety on.)
- e. Only load firearms on the firing line. This is a "cold" range.
- f. Do not point firearms at anything other than authorized targets.
- g. Fire at your own target only.
- h. Give the command "Cease Firing" if an unsafe condition exists.
- i. Follow all instructions from the RSO or range officer.
- j. Assist in policing the area of brass and any other debris.
- k. No pets are allowed on the ranges.
- 7. <u>Authorized Targets:</u> Members may only shoot at the Club provided targets and use Club target stands. Members cannot bring their own target stands without prior approval from an RSO. Members shall not place any targets on the ground. Clay birds may only be used for targets on the Rifle Range using the ledges provided on the 50 and 100 yard target stands. **YOU MAY NOT SHOOT AT CLAY TARGETS WITH RIFLES OR PISTOLS.** Metal targets and moving targets may only be used with RSO permission or with an RSO present.

#### Metal targets are to only be used for organized events and not for recreational shooting.

- 8. <u>Changing Targets/Going Downrange</u>: Unless otherwise agreed by all the shooters on the line/range, live fire will break every 15 minutes to give an opportunity to change or put up targets and to police brass. Live fire may commence after the range is clear and all shooters are behind the firing line. Shooters should loudly announce their intensions ("Range is closed" and "Range is hot") so that others hear them.
- 9. <u>Club Equipment</u>: The Club has some shooting rests and spotting scopes available to members. They are in the range cabinet and must be returned to the cabinet after use. This equipment is to be shared by all members.
- 10. **Availability and Cost of Targets**: Targets are available from the range cabinet and cost \$0.25 each. The money should be placed in the metal can near the cabinet. When you are done shooting, tear down your targets and put them in the trashcan.

- 11. <u>Availability and Cost of Hearing/Eye Protection</u>: Ear protection is available from the range cabinet and cost \$0.75 each. The money should be placed in the metal can near the cabinet. Club owned eye protection is only available during organized events.
- 12. **Brass/Trash**: Shooting stations must be policed and swept after each use. All brass/casings must be picked up.

### SECTION 6 SPECIAL RANGE RULES

#### Rifle Range

- 1. This is a 6-station range. Shooters must stay under the covered section and are not allowed on the grass in front or on the side of the covered shooting positions. Be courteous if other shooters are waiting for an open position.
- 2. Do not monopolize the stations. Shooting is limited to one-hour if other members are waiting to use the range.
- 3. Center fire rifles up to .50 caliber (not including .50 BMG); pistols and shotguns of any caliber or gauge are allowed.
- 4. No metal targets allowed unless an RSO is present.
- 5. During the public "Sight-In Days," the rifle range will be staffed and run by RSOs.
- 6. Clay birds may only be used for targets on the Rifle Range using the ledges provided on the 50 and 100 yard target stands.

#### **Pistol Range**

- 1. This is a 15-station range. Shooters must stay under the covered section and are not allowed on the grass in front or on the side of the covered shooting positions. One shooter per station. Two persons shooting per station is allowed during organized shooting events only.
- 2. BB or pellet guns, air rifles, air pistols, .22 caliber rifles only; handguns up to .50 caliber are allowed.
- 3. The pistol range may not be used while Sporting Clays is operating.
- 4. Clay targets (new or old) are **NOT** allowed on the range.

#### **Shotgun Ranges**

- 1. Gun action or breach must be kept open whenever carried uncased on Club property.
- 2. Muzzles must be kept pointed in a safe direction at all times.
- 3. Shotguns only. (Maximum shot size 7½ shot; no slugs.)
- 4. Never load more than 2 shells in chamber and magazine combined.
- 5. Gun must remain open and empty until in shooting position and ready to call for your target. Open action or breach before turning to leave shooting position.
- 6. No "backup" shooting at targets called for by others except during specific team events requiring it.

Special events or special shooting events may be authorized by the Board and may have special rules specific to that event. The Board may require that an RSO be present. The Board may restrict or close other ranges during an approved special event or special shoot.

### SECTION 7 ACCIDENTS/INCIDENTS/UNSAFE CONDITIONS

- 1. Accidents: The Club defines "Accidents" as medical emergencies or injuries, such as, but not limited to, heat stroke, cardiac arrest, broken bones, bee stings or any other sudden or unforeseen injury to any person. Accidents shall be responded to by the first person on the scene. Notification of proper authorities using the two emergency call boxes located on the north side of the clubhouse and on the southeast end of the rifle range should be the first step. These call boxes immediately connect to 911 emergency services once the receiver is lifted; no dialing is required. Follow the emergency script located at the call box to report the emergency. After calling 911, appropriate first aid should be rendered, if possible. First aid kits are located in each range cabinet and in the main clubhouse. Once the emergency is over, please notify an RSO and complete an Injury Report Sheet. The completed Injury Report Sheet shall be given to an RSO as soon as possible. Forms are in the back of the Range Manual.
- **2.** <u>Incidents:</u> The Club defines "Incidents" as events involving Club equipment, property, buildings or other non-life threatening situations including, but not limited to, fires, water leaks, gas leaks, downed power lines, equipment breakage or malfunctions. Incidents should be reported to an RSO as soon as possible and an Incident Report Form found in the Range Rules Manual should be completed.
- **3.** <u>Unsafe Conditions:</u> The Club defines "Unsafe Conditions" as a violation of Range Rules, unauthorized persons on the range, unruly behavior, or other general unsafe range conditions such as worn equipment, missing safety items, and general environmental hazards. Unsafe conditions shall be reported by the person witnessing the condition to an RSO and an Incident Report completed as soon as possible.

# SUGGESTIONS FOR IMMEDIATE RESPONSE FOR ACCIDENTS/INJURIES OR ILLNESS

- Call a cease fire if the injured is near the firing line or downrange. Ensure that all firearms are unloaded and clear.
- Notify EMS from the emergency call box: Give the following information.
  - 1. Specific location or address of incident with directions
  - 2. Telephone number that you are calling from (if it is not the emergency call box)
  - 3. Your name
  - 4. What happened and possible hazards for rescuers
  - 5. Number of people injured or ill
  - 6. Condition of injured or ill
  - 7. First aid provided, if any so far
- Wait for EMS to hang up first. Return to the injured and continue care until EMS arrives.
- Someone should go to the range entrance and direct EMS personnel to the injured.
- The first responder should:
  - 1. Identify self to the injured
  - 2. Inform injured of training (American Red Cross Standard First Aid & CPR)
  - 3. Inform injured of aid offered
  - 4. Receive verbal permission from injured (if adult), or parent/guardian (if child) prior to giving care
  - 5. Refrain from giving care to a conscious injured person whom objects
  - 6. Assume implied permission if the injured is unconscious or unable to respond
  - 7. Assume implied permission if the injured is a child with a serious injury and a parent or guardian is not present
  - 8. Move the injured only if life is endangered
  - 9. Check injured for life threatening condition before providing care. Provide care only within level of training
  - 10. Never dispense aspirin, medications;, or activated charcoal or syrup of Ipecac (or other treatments) unless directed by EMS or Poison Control Center
- Retrieve one of the first-aid kits and assist EMS personnel as needed.
- If the accident involves a gun shot injury, notify police and preserve the scene as it appeared at the time of the incident.

#### **COORDINATION**

- A member should supervise the situation and ensure fulfillment of emergency procedures by :
  - 1. Getting names of witnesses and taking statements
  - 2. Providing EMS with information and next of kin information for the injured
  - 3. Notifying next of kin once EMS has examined the injured and prepared for transportation to a medical facility
  - 4. Completing injury report forms
  - 5. Notifying a Club Officer, Director, or RSO
- A Club Officer, Director, or RSO should ensure fulfillment of emergency procedures by :
  - 1. Notifying insurance company
  - 2. Evaluating emergency plan for possible revisions
  - 3. Filing copies of the injury report form with records as appropriate
  - 4. Following up with physician for recommendations and release prior to allowing ill or injured to participate

#### **EMERGENCY COMMUNICATIONS**

Contact	Primary Phone	Secondary Phone
	Number	Number
EMS	911	231.256.8800
Police	911	231.256.8800
Fire	911	231.256.8800
Poison Control	231.935.6333	
Center	800.222.1222	
Range/Club	231.228.6109	

### **INJURY REPORT FORM**

Na	me:	Date of Injury:
Ac	ldress:	Time of Injury:
Те	lephone Number (Day):	(Evening):
1.	Describe nature and extent of injury (specify part	es of body):
2.	Describe how the injury occurred:	
3.	Describe first aid given:	
4.	First aid was provided by (include names and pho	
5.	Disposition (specify name of hospital, telephone	
6.	Notification of next of kin (specify time, person of	contacted, and method):
7.	Location of incident and conditions of area:	
8.	Was protective equipment worn (if applicable)?	

9. I	Describe steps taken to preserve the scene (equipment, photographs, etc.):				
10.		s separately. Use additional sheets if needed.			
1		Statement attached? Yes No			
-		Evening			
1	Phone Number (day)				
J		Statement attached? Yes No			
<del>-</del>	Phone Number (day)	Evening			
11. I	Notes and Comments:				
-					
	Injury Report Completed by: Name:				
	Title:				
	Date:				
	Signature:				
13. 1	Disposition and follow-up:				
I	Name:	Title:			
Ş	Signature:	Date:			

# Cedar Rod & Gun Club – Range Manual <u>INCIDENT REPORT FORM</u>

Name:	Date of Incident:
Address:	Time of Incident:
Telephone Number (Day):	
Describe nature of Incident:	
2. Describe how the Incident occurred: _	
3. Describe any immediate action taken:	
4. List individuals involved (include nam	nes, phone numbers, license plate numbers, etc.):
5. Notification of Club Officers, Director	rs or RSO (specify time, person contacted, and method)

6.	Describe steps taken to make the ar	rea safe:
7.	Describe steps taken to preserve the	e scene (equipment, photographs, etc.):
3.	Witness Statements: Interview witn	ness separately. Use additional sheets if needed.
	A. Witness (Name):	Statement attached? Yes No
	Address:	
•	Phone Number (day)	Evening
		Statement attached? Yes No
	Phone Number (day)	Evening
).	Notes and Comments:	
0.	Incident Report Completed by:	
	Name:	
		Date:
l1.	Disposition and follow-up:	
	Name:	Title:
	Signature:	Date:

### **SECTION 8 - CHECKLISTS**

#### RIFLE RANGE INSPECTION CHECKLIST

Inspected by	Date		
_	,		
	Yes	No	
Controlled Access/Fencing/Gates Closed Fence & Gate Locks			
Flags or Signs Displayed			
Left and Right Range Limits Displayed			
Backstop/Impact Area Inspected			
No Trespassing Signs in Place			
Target Frames/Stands/Mounts in Good Repair			
Firing Line Marked			
Firing Points Clean			
Shooting Benches/Tables Inspected			
Sandbags/Gun Rests on Hand			
Supplies Available: Ear Protection, Targets, Staples and Staplers			
Emergency Call Box Operational; Emergency Script in Place			
First-Aid Kit Filled/Accessible			
Range Rules Posted and Forms Available			
Bulletin Board Up-to-Date			
Gun Racks Available and in Good Repair			
Empty Trash Receptacles Available			
Brass/Dud Buckets Labeled			
Snow Removed from Pathways			
	<u>'</u>		
Comments:			

# Cedar Rod & Gun Club – Range Manual PISTOL RANGE INSPECTION CHECKLIST

Inspected by	Date	
	Yes	No
Controlled Access/Fencing/Gates Closed	168	INO
Flags or Signs Displayed		
Left and Right Range Limits Displayed		
Backstop/Impact Area Inspected		
Maintenance Access Barrier and Warning Sign in Place		
Side Berms in Good Condition		
Target Frames/Mounts in Good Repair		
Firing Line Marked		
Firing Points Clean		
Shooting Benches/Tables in Good Repair		
Sandbags/Gun Rests on Hand		
Supplies Available: Targets, Ear Protection, Staples and Staplers		
First-Aid Kit Filled/Accessible		
Range Rules Posted		
Bulletin Board Up-to-Date		
Empty Trash Receptacles Available		
Brass/Dud Buckets Labeled		
Port-a-John in Good Condition		
Wash Area Identified		
Comments:		

### Cedar Rod & Gun Club – Range Manual SHOTGUN RANGE INSPECTION CHECKLIST

Inspected by	Date	
	Yes	No
Controlled Access/Fencing/Gates Closed		
Flags or Signs Displayed		
Left and Right Range Limits Displayed		
Backstop/Impact Area in Inspected		
Traps and Controls in Good Repair		
Patterning Board in Good Repair		
Firing Lines Marked		
Firing Points Numbered/Clean		
Shooting Positions Inspected		
Supplies Available: Ear protection		
Emergency Call Box Operational and Emergency Script Posted		
First-Aid Kit Filled/Accessible		
Range Rules Posted		
Gun Racks Available		
Empty Trash Receptacles Available		
Hull Buckets Labeled		
Scoring Tables in Good Repair		
Comments:		
_		

#### Cedar Rod & Gun Club – Range Manual ARCHERY RANGE INSPECTION CHECKLIST

Inspected by	Date	
	Yes	No
Controlled Access/Fencing/Gates Closed		
Left and Right Range Limits Displayed		
Backstop/Impact Area Inspected		
Target Frames/Mounts in Good Repair		
Bow Stands Available		
Empty Trash Receptacles Available		
Comments:		

### **APPENDIX A**

### 2011 BYLAWS OF THE CEDAR ROD AND GUN CLUB

### BYLAWS OF CEDAR ROD & GUN CLUB

(A Michigan Nonprofit Corporation)

Founded in 1936 Bylaws Amended and Restated January 2011

# Article 1 ORGANIZATION AND PURPOSE

- 1.1 <u>Organization</u>. This organization shall be known as the Cedar Rod and Gun Club (the "Club"), 8075 Sullivan Road, Cedar, MI 49621
- 1.1.1 The Club shall be incorporated as a Michigan Nonprofit Corporation, and the length of its Corporate existence shall be perpetual.
- 1.1.2 The Club shall be operated in a manner so as to be exempt from federal income taxes under the provisions of Section 501(c)(7) of the Internal Revenue Code.
- 1.2 **Purpose**. The purpose of the Club shall be to promote good sportsmanship; support and promote the shooting sports; promote hunting, fishing and sound conservation practices; and provide and promote sound hunter safety education programs to the general public.

# Article 2 BOARD OF DIRECTORS

2.1 **Functions**. Except as specifically provided in the Club's Articles of Incorporation or these Bylaws, all rights, powers, duties and responsibilities related to the management and control of the Club's property, activities and affairs are vested in the Board of Directors. In addition to the power and authority expressly conferred upon it by these Bylaws and the Articles of Incorporation, the Board of Directors may take any lawful action on behalf of the Club that is not by law or by the Articles of Incorporation or by these Bylaws required to be taken by some other party. Notwithstanding the foregoing, the Board of Directors shall not

authorize capital expenditures in excess of \$15,000 per expenditure without approval by a majority vote of the membership pursuant to Article 5,Section 5.6 of these Bylaws. Ordinary and necessary operating expenditures are not subject to membership approval.

- 2.2 <u>Number and Term</u>. The Board of Directors shall consist of nine (9) directors who shall serve for a term of two (2) years, and until their successor is elected and qualified, or until their resignation or removal.
- 2.2.1 Five (5) of the directors shall be directors-at-large and four (4) shall be the Club's officers set forth in Article 3, Section 3.1 of these Bylaws.
- 2.2.2 Election of directors-at-large shall be held on a staggered basis. Two (2) directors shall be elected at the same time as the election of the Club President and Club Secretary, and three (3) directors shall be elected at the same time as the election of the Club Vice President and Club Treasurer.
- 2.3 **Removal**. The Board of Directors may remove any director, with or without cause, whenever believed to be in the best interest of the Club.
- 2.4 <u>Vacancies</u>. Any vacancies occurring in the Board of Directors for any reason may, but need not, be filled by the Board of Directors. Any person appointed to fill a vacancy shall be a member of the Club in good standing and shall serve for the unexpired portion of the term.

#### 2.5 **Meetings**.

2.5.1 An organizational meeting of the Board of Directors may be held on a date and at a place and time as the Board of Directors shall determine for the determination of meeting dates, times and places, or the selection of committee members and for the transaction of any other business that may come before such meeting.

- 2.5.2 In addition to the organizational meeting, there shall be held regular meetings, at such times and places as the Board of Directors shall determine. A schedule of the regular meetings of the Board of Directors shall be posted on the Club's web site.
- 2.5.3 Special meetings of the Board of Directors may be called by the Secretary of the Club upon the request of the President.
- 2.5.4 Meetings of the Board of Directors may be held at any place within or without the State of Michigan.
- 2.5.5 A majority of the directors shall constitute a quorum for the purposes of conducting business at any meeting of the Board of Directors.
- 2.5.6 A majority of the directors present may adjourn any meeting to another time and place. Notice of such adjourned meeting shall be given even though the time and place thereof are announced at the meeting at which the adjournment is taken.
- 2.5.7 Any action required or permitted to be taken pursuant to an authorized vote at any meeting of the Board of Directors, may be taken without a meeting if, before or after the action, all members of the Board of Directors, consent thereto in writing. Written consent shall be filed with the minutes of the proceedings of the Board of Directors. Such consent shall have the same effect as the vote of the Board of Directors for all purposes.
- 2.5.8 A member of the Board of Directors may participate in a meeting by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section constitutes presence in person at the meeting.

#### 2.6 **Notice of Meetings**.

2.6.1 The schedule of regular meetings of the Board of Directors shall be

posted on the Club's website.

- 2.6.2 Special meetings of the Board of Directors shall be held pursuant to notice of the time, place and purpose thereof either delivered personally, communicated by telephone, or sent by electronic mail ("email") or regular mail to each director not less than ten (10) days prior to the meeting, and if by telephone, confirmed in writing.
- 2.6.3 Notwithstanding the foregoing, no notice need be given to any director who submits a signed waiver of notice before or after a meeting, or who attends a meeting without protesting any lack of notice.
- 2.7 **Resignation**. A director may resign by giving written notice to the Secretary of the Club. Unless otherwise specified in the resignation, the resignation shall take effect upon receipt, and the acceptance of the resignation shall not be necessary to make it effective.
- 2.8 **Voting**. The vote of a majority of the directors present at a meeting shall be the act of the Board of Directors. Each director present shall have one vote. In the event of a tie vote, the matter shall be considered not adopted by the Board of Directors but may be brought up for reconsideration at a subsequent Board meeting.
- 2.9 <u>Compensation of Directors</u>. The directors, as such, shall not be compensated for the performance of services for the Club but may, by resolution of the Board of Directors, be reimbursed for expenses incurred on behalf of the Club.

# Article 3 OFFICERS

3.1 Officers. The officers of the Corporation shall be the President, Vice President, Secretary, and Treasurer, each of whom shall be elected by the Club members at an annual members meeting. The officers shall be elected on a staggered basis as follows: the President and the Secretary shall be elected in even numbered years and the Vice President and the Treasurer

shall be elected in odd numbered years. In addition to the powers set for in these Bylaws, the officers shall have such authority and shall perform such duties as may be determined by the Board of Directors.

- 3.2 <u>Term of Office and Vacancy</u>. Each officer shall serve for a term of two years or until such officer's successor is elected. Any officer may serve consecutive terms. A vacancy in any office shall be filled by a vote of the Board of Directors. A person elected to fill a vacancy shall serve for the balance of the unexpired term.
- 3.3 **Removal**. Any officer may be removed at any time, with or without cause, by the vote of a majority of the Board of Directors.
- 3.4 **Duties of the Officers**. The duties of all officers shall be as set forth in these **B**ylaws and as specifically established by the Board of Directors from time to time.
- 3.4.1 **President**. The President shall preside at all meetings of the Board of Directors, shall act as the chief executive officer of the Club and, subject to the direction of the Board of Directors, shall have general powers of supervision and management of the affairs and operations of the Club.
- 3.4.2 <u>Vice President</u>. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act.
- 3.4.3 <u>Secretary</u>. The Secretary shall cause a record to be kept in permanent form of all meetings of the Board of Directors and of the membership and shall initiate notices of all membership and Board of Director meetings.
- 3.4.4 <u>Treasurer</u>. The Treasurer shall have general charge of the finances of the Club. When necessary and proper, he or she will endorse, on behalf of the Club, all checks, drafts, notes, and other obligations and evidences of the payment of money to the Club or coming into his or her possession, for deposit in such bank(s) as may be

selected by the Board of Directors. He or she shall keep full and accurate account of all receipts and disbursements of the Club in books belonging to the Club, which will open at all times to the inspection of the Board of Directors. He or she will present to the Board of Directors at its regular meetings a report as Treasurer and will, from time to time, present such other reports to the Board of Directors as it may require.

3.5 <u>Compensation</u>. The compensation of all agents, employees, officers, and representatives of the Club shall be fixed by the Board of Directors or in accordance with the method for such determination which is established by it.

# Article 4 COMMITTEES

4.1 <u>Appointment of Committees</u>. The Board of Directors may designate one or more committees, each of which will consist of one committee chairperson and one or more committee members. The Board of Directors shall establish the number, terms and qualifications of Committee members. Committee members may be members of the Board of Directors or other interested individuals. The chairperson and members of the committee will be appointed by the President, with the approval of the Board of Directors.

#### 4.2 **Standing Committees**.

4.2.1 The following Standing Committees of the Board of Directors shall be established:

Membership Shotgun Sports Rifle Range

Pistol

**Club Operations** 

- 4.2.2 The duties and responsibilities of each such Standing Committee shall be established by the President in consultation with the Board of Directors.
- 4.2.3 Each such Standing Committee shall include at least one (1) member of the Board of Directors.

4.3 **Reports of Committees**. The studies, findings, and recommendations of all committees will be reported to the Board of Directors for consideration and action, except as otherwise ordered by the Board of Directors. Committees may adopt such rules for the conduct of business and meeting schedules and locations as are appropriate and as are not inconsistent with the Bylaws, the Articles of Incorporation, or state law.

# Article 5 MEMBERSHIP

Eligibility. Any person eighteen (18) years of age or older shall be eligible for membership in the Club. Subject to the foregoing, the Board of Directors shall establish the requirement and qualifications of all persons seeking membership in the Club. All applications for membership shall be subject to approval by the Membership Committee. Membership extends to the member, the member's spouse and all a member's family under the age of 18 years; however, each such family shall have only one (1) vote on matters presented to the membership for approval.

#### 5.2 Classes of Membership.

- 5.2.1 **A Regular Membership** shall be for a period of the calendar year, commencing on January 1 and ending December 31. The Board of Directors shall have the authority to establish one or more types of Regular Membership and to specify the requirements, privileges and membership dues applicable to each such type of Regular Membership. Holders of previously issued Life Memberships shall enjoy all the privileges of Regular Members, but new Life Memberships shall not be issued.
- 5.2.2 **Honorary Membership**. The Board, at its sole discretion, may award an Honorary Membership to an individual that, in the Board's judgment, has made extraordinary contributions in services or otherwise to the Club or to the shooting sports. Honorary members shall enjoy all the privileges of a Regular Membership.

- 5.2.3 **Military Service Membership**. Any member of the U.S. Armed Forces on active duty status who meets the eligibility requirements of Section 5.1 shall be eligible to receive Regular Membership privileges at no cost so long as such serviceman or woman remains on active duty status.
- 5.3 <u>Dues</u>. The amounts and payment terms of membership dues shall be established by the Board of Directors and posted on the Club's website. Dues shall be payable in January and cover the ensuing calendar year.
- 5.4 <u>Benefits of Membership</u>. Members in good standing are entitled to the use of all Club ranges and facilities in accordance with all policies and procedures established by the Board of Directors. All Club property is for the express use of Club members, invited guests and other designated parties only.
- 5.5 <u>Use of Club Facilities</u>. The Board of Directors shall establish policies and procedures governing the operation and use of all Club ranges, properties and facilities.
- 5.5.1 Pets are not allowed in Club buildings or unrestrained on Club grounds. Such prohibition shall not apply to Service Animals. Activities requiring the use of dogs, such as Field Trials, or dog training must be approved in advance by the Board of Directors.
- 5.5.2 Alcohol is prohibited on all Club property unless specifically authorized by the Board of Directors.
- 5.5.3 The Club President shall have the authority, at his or her sole discretion, to make the use of Club ranges and facilities available to designated groups when such use is consistent with the Club's mission to promote the shooting sports. The Club President shall report all such uses to Club properties to the Board of Directors at a regular Board meeting.

#### 5.6 **Meetings**.

5.6.1 An Annual Meeting of Club members shall be held, on a date and at a

place and time as the Board of Directors shall determine for the election of Directors and Officers and for the transaction of any other business that may properly come before such meeting. Notice of such meeting shall be posted on the Club's website at least 30 days prior to the meeting date.

- 5.6.2 A quorum of at least ten (10) members must be present at any Annual Meeting in order to conduct business. Voting privileges shall be extended to current members in good standing only.
- 5.6.3 Nominations for Directors and Officers shall be presented at the regular Board of Directors meeting prior to the Annual Meeting. Additional written nominations may be accepted up to the time of voting.
- 5.6.4 Requests for absentee ballots for the Annual Meeting may be made by means of a written request to the Club Secretary at least twenty (20) days in advance of the Annual Meeting. Absentee ballots will be mailed to members requesting ballots two (2) weeks prior to the election and shall be returned to the Club Secretary at least three (3) business days prior to the Annual Meeting in order to be included in the Annual Meeting voting results.
- 5.6.5 In addition to the Annual meeting, there shall be held regular meetings of the members in accordance with a schedule at such times and places as the Board of Directors shall determine. The schedule of such regular meetings shall be posted on the Club's website.
- 5.6.6 All meetings shall be conducted in accordance with Roberts Rules of Order. Final determination concerning the conduct of any meeting shall rest with the President or a Sergeant of Arms designated by the President. The President shall have the authority to eject any member from any meeting.

- 5.7 <u>Member Conduct</u>. The safety of Club members and their guests while using Club ranges and facilities is the Club's highest priority. Range Officers are authorized to monitor and enforce compliance with all Club Range and other operating policies. All members of the Board of Directors and Club officers shall be considered Range Officers.
- 5.7.1 Club Members shall comply with all Range policies and other safety procedures adopted by the Club.
- 5.7.2 A member is responsible for the conduct of any guests while on Club property and shall accompany all guests using Club facilities.
- 5.7.3 The Board of Directors may limit the number of guests a member may bring onto Club ranges and facilities.

#### 5.8 **Noncompliance with Club Safety Policies**

- 5.8.1 Club members shall report any acts of noncompliance with Club safety policies or any instances of poor or unsafe handling of firearms or weapons of any type by a member or guest to a Range Officer. The Range Officer shall discuss the matter with the person demonstrating such improper conduct and shall issue a verbal warning, specifying the necessary corrective actions to be taken.
- 5.8.2 Failure to implement the required corrective action or a second offense of poor or unsafe handling of firearms or weapon of any type shall, at the discretion of the Range Officer, result in the immediate suspension by the Range Officer of membership privileges by denial of access to Club facilities.
- 5.8.3 The facts, circumstances and actions resulting in the suspension of membership privileges shall be reviewed by the Board of Directors within thirty (30) days of such suspension. The Board of Directors should have the authority to prescribe any corrective measures or other actions that, in its sole judgment, must be taken by the suspended member in order to restore such suspended member's membership privileges.

5.8.4 The Board of Directors, in its sole discretion, may terminate member's Club membership upon a two-thirds (2/3) majority vote of the Board of Directors.

# Article 6 INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES

- Actions in the Best Interest of the Club. To the full extent permitted by law, the Club shall indemnify and pay the defense expenses of any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, by reason of the fact that he or she is or was a director, officer, partner, trustee, employee or agent of the Club against all expenses (including attorney's fee), liability and loss reasonably incurred in connection therewith. Not withstanding the foregoing, the Board of Directors, at its sole discretion, may refuse to indemnify and pay the expenses of any director, officer, partner, trustee, employee or agent of the Club who has acted in bad faith or willful violation of these Bylaws or the Club's published policies and procedures. No repeal or modification of this Article shall adversely affect any right of any person existing at the time of, or with respect to, any acts or omissions occurring before such repeal or modification.
- 6.2 <u>Insurance</u>. The Club shall have power to purchase and maintain insurance on behalf of any person in accordance with the Michigan Nonprofit Corporation Act.

# Article 7 CONFLICT OF INTEREST

7.1 <u>Statement of Policy</u>. It is the policy of the Club that all officers, directors, committee members and employees of the Club shall avoid any conflict between their own respective individual interests and the interests of the Club in any and all actions taken by them on behalf of the Club in their respective capacities.

- one or more of its directors or officers, or between the Club and a domestic or foreign corporation, firm or association of any type or kind in which one or more of the Club's directors or officers are directors or officers, or are otherwise interested, is not void or voidable solely because of such common directorship, officership or interest, or solely because such directors are present at the meeting of the Board Directors or committee thereof at which such contract or transaction is acted upon, or solely because their votes are counted for such purpose, if any of the following conditions is satisfied:
- 7.2.1 The contract or other transaction is fair and reasonable to the Club when it is authorized, approved or ratified: or
- 7.2.2 The material facts as to such director's or officer's relationship or interest and as to the contract or transaction are disclosed or known to the Board of Directors or committee thereof and the Board of Directors or committee thereof authorizes, approves or ratifies the contract or transaction by a vote sufficient for the purpose without counting the vote of any common or interested director or officer.
- officer, director, committee member or employee of the Club shall have any direct or indirect interest in, or relationship with, any individual or organization which proposes to enter into any transaction with the Club, such officer, director, committee member or employee shall give the Board of Directors notice of such interest or relationship and shall thereafter refrain from voting or otherwise attempting to exert any influence on the Club, its Board of Directors, or its committees, to affect its decision to participate or not to participate in such transaction.
- 7.4 **Special Voting Rules**. Any member of the Board of Directors or Officer who has a conflict of interest on any matter involving the Club shall not be counted in determining

the quorum for the meeting at which the matter is to be acted upon, even when permitted by law. The minutes of the meeting shall reflect that a disclosure was made, the absention from voting, and the quorum situation.

# Article 8 ANNUAL FINANCIAL STATEMENTS AND FISCAL YEAR

- 8.1 <u>Annual Financial Statements</u>. The Treasurer shall present the annual financial statements of the Club to the Board of Directors at a regular Board meeting. By a majority vote of the Board of Directors, an annual audit of the financial statements of the Club may be directed.
- 8.2 **Fiscal Year**. The fiscal year of the Club shall be determined to be on a calendar year basis unless changed by the Board of Directors.

# Article 9 MISCELLANEOUS PROVISIONS

- 9.1 <u>Affiliations</u>. The Club shall maintain an active affiliation with the National Rifle Association. The Board of Directors shall have the authority to establish and maintain such other affiliations as it deems appropriate.
- 9.2 <u>Mortgages</u>. No mortgages or liens of any nature shall be placed or permitted to exist on any real estate, building or property of the Club.
- 9.3 **Expenditure Approval**. The Board of directors shall designate officers to approve expenses and sign checks, draft, or other obligations for the payment of money.
- 9.4 <u>Method of Giving Notices</u>. Any notice required by statute or by these Bylaws to be given to the directors, or to any officers of the Club, unless otherwise provided herein or in any statute, shall be given by mailing to such director or officer at such director's or officer's last address as appears on the records of the Club and such notice shall be deemed to have been given at the time of such mailing. Any person to whom such notice shall be given

may elect to receive such notices by electronic mail and such electronic mail notification shall be deemed to comply with this Section.

#### 9.5 **Amendments**.

- 9.5.1 Any amendment or revision of the Club's Bylaws shall first be presented in writing to the Board of Directors for study and approval. The Board may reject, accept or refer the proposed amendment or revision back to the amendment sponsor for further consideration and resubmission to the Board of Directors.
- 9.5.2 If accepted by the Board of Directors, the proposed amendment shall be distributed to the Club membership and a vote shall be taken at a membership meeting pursuant to the provisions of Article 5, Section 5.6 of these Bylaws.
- 9.5.3 The proposed amendment shall be adopted upon approval by a simple majority vote of the Club members present and voting on the proposed amendment.

#### 9.6 <u>Dissolution of the Cedar Rod and Gun Club.</u>

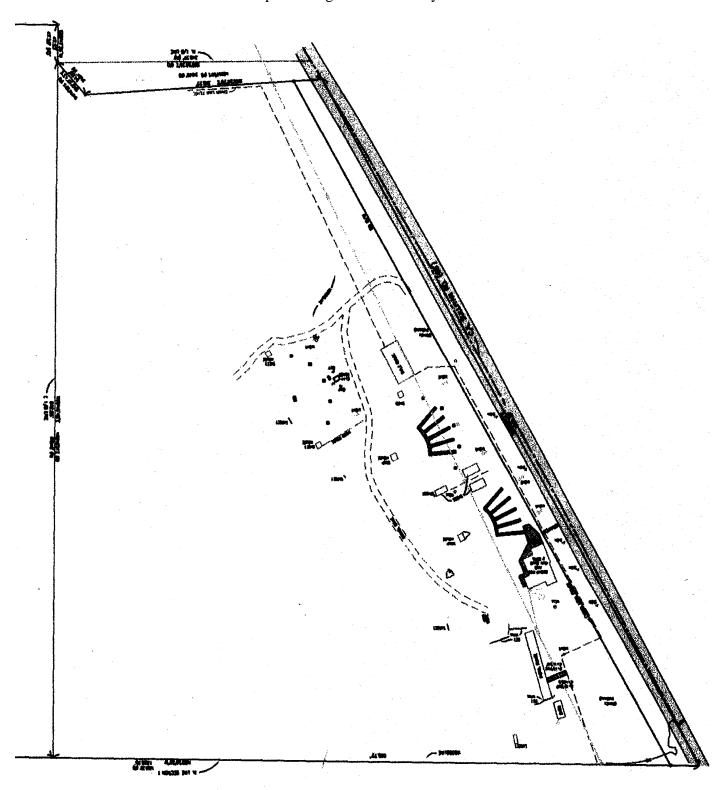
- 9.6.1 A simple majority vote of the members of the Cedar Rod and Gun Club, at a special membership meeting called for that purpose, shall be required to effect the dissolution of the Cedar Rod and Gun Club.
- 9.6.2 Notice of such a special meeting shall be given by mail to all members in good standing two (2) weeks prior to such meeting.
- 9.6.3 Upon liquidation of all Club assets and properties and satisfaction of all Club liabilities, any funds remaining shall be distributed equally to the remaining members of the Club or upon the affirmative vote of a simple majority of the then Club members, may be donated to any charitable or service organization selected by a simple majority of the Club members.

- 9.6.4 The Board of Directors shall establish the specific actions to be taken to effect the dissolution of the Club and Distribution of any remaining proceeds pursuant to this Section 9.6.
- 9.7 <u>Additional Rules</u>. The Board of Directors may adopt additional rules and procedures for the conduct of their meetings, and additional rules and regulations for the conduct of the affairs of the Club provided that no such additional rule shall be inconsistent with the Articles of Incorporation or these Bylaws.

\* \* \* \* \* \* \*

### APPENDIX B

Map/Drawing of Club Facility



#### APPENDIX C

# RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF THE RISK AGREEMENT

WHEREAS, in consideration of being permitted to observe and/or participate in the shooting, sporting and outdoors activities at the **Cedar Rod & Gun Club**, and in consideration for the Undersigned's right to use the range, buildings, land and premises ("Premises") of the Cedar Rod and Gun Club, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Undersigned agrees to the following:

Undersigned agrees to indemnify, hold harmless and defend the **Cedar Rod & Gun Club, Cedar Rod & Gun Club Educational Foundation, Inc.,** their officers, directors, employees, agents, representatives, affiliates, subsidiaries, and any persons acting in an official capacity on behalf of or with the permission of the club, including, but not limited to, instructors, (the preceding entities and persons are hereinafter collectively referred to as "Releasee's") and the members of the Cedar Rod & Gun Club, from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to, or connected with Undersigned's negligence in any shooting activities; the discharge of firearms by Undersigned; Undersigned's negligence in the use of the range, buildings, land and premises; and, any and all negligent acts or omissions of Undersigned.

Undersigned furthermore waives for himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs and next of kin, any and all rights and claims for damages, losses, demands and any other actions or claims whatsoever, which he/she has or may have against Releasee's (including but not limited to the death of Undersigned and/or any and all injuries, damages or illnesses suffered by Undersigned or Undersigned's property), which may, in any way whatsoever, arise out of, be related to, or be connected with shooting activities; instruction; the Premises, including any latent defect in the Premises; Undersigned's presence on or use of the Premises; Undersigned's property (whether or not entrusted to Instructors); and, the discharge of firearms. Releasee's shall not be liable for, and Undersigned, on behalf of himself/herself and on behalf of his/her executors, personal representatives, administrators, assignees, heirs and next of kin, hereby expressly releases the Releasee's from any and all such claims and liabilities. The undersigned does not waive any claim for an intentional tort committed by Releasee's in connection with Club activities, notwithstanding anything contained in this paragraph to the contrary.

Undersigned hereby expressly assumes the risk of taking part in the activities on the Premises, which include, but are not limited to, instruction in the use of firearms, the discharge of firearms and the firing of live ammunition.

Undersigned hereby acknowledges and agrees that Undersigned has read this instrument and understands its terms and is executing this instrument voluntarily. Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all range rules and procedures and any other rules and procedures stated by the Releasee's.

This Agreement shall not cover any environmental liabilities, is non-assignable and shall immediately terminate upon the commencement of a voluntary or involuntary proceeding under any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar law or the appointment of a trustee, custodian, sequestrator, liquidator, receiver or similar official with respect to a substantial portion of the assets of the Cedar Rod and Gun Club or Cedar Rod & Gun Club Educational Foundation, Inc.

Undersigned expressly agrees that this instrument is intended to be as broad and inclusive as permitted by law as to the subject matter of this Agreement, and that if any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. No remedy conferred by any of the specific provisions of this instrument is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder by the Releasee's shall not constitute any waiver of Releasees' right to pursue other available remedies. This instrument binds Undersigned and his/her executors, personal representatives, administrators, assignees, heirs and next of kin and will remain valid and in effect for as long as the person remains a member or until the instrument is expressly revoked in writing by the member.

UNDERSIGNED:	Date:	
Signature	Print Name	(ver. 2007-1)