



## POLICIES AND PROCEDURES MANUAL

Semi-Annual Revision-June 2024

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# **GOVERNANCE**

## **1.1 CONDUCT OF MEETINGS**

### **Agenda Drafting, Approval and Publication**

The Secretary or other member of the Board of Directors appointed by the Secretary provides an initial draft and request for agenda items from Board, club CRSO, Range Chairpersons and Facilities Manager, and assists the membership in submitting agenda items.

The President approves the agenda and then the agenda is published and distributed by the Secretary, or other member of the Board of Directors appointed by the Secretary. The agenda for membership meetings shall be made available no less than 72 hours prior to the meeting. Distribution will be satisfied by posting on the website and by email upon request.

### **Minutes of Meetings and Records**

Minutes of Meetings shall be completed as soon as possible after the conclusion of the meeting and shall be posted in the Corporate Office, in the Meeting Room, on the website, and be made available for examination by the membership. Minutes shall be a record of decisions and actions taken during meetings and shall not be a verbatim record of conversations. The original minutes, original source documents and notes shall be maintained in the Secretary's Corporate Correspondence Files until the minutes of meetings have been reviewed and approved, and at that point the notes may be destroyed. Minutes and original documents shall be available for examination by Officers, Directors, and Members upon request. Minutes shall be maintained permanently.

## **1.2 CONDUCT OF BOARD AND MEMBERSHIP MEETINGS**

### **Order of Business - [Per Agenda Circulated in Advance] Common Order of Business**

IAW Roberts Rules of Order and the Bylaws of AVGC

### **Sample Agenda**

1. Opening of meeting and introductions (Chair)
2. Approve minutes of previous meeting (Secretary)
3. Reports and discussion. The President calls for reports from the Treasurer, Secretary, Range Committees and Management Committees.
4. Old business (Chair)
  - a. Unfinished business from previous meetings
  - b. Motions that were tabled from previous meetings
  - c. Members Forum. (Chair) Members may speak for 3 minutes. They must fill out a member's forum slip at the sign in table and give it to the Secretary 10 minutes

before the start of the meeting. No items on the agenda can be included in the Member's Forum. This will not be a time for discussion or debate by other members.

5. New business - motions to be made for voting by the board (Chair)
6. Executive Session (Chair, if needed)
7. Adjournment (Chair)

### **Role of the Secretary**

The Secretary shall record, produce, publish, distribute, and maintain minutes of meetings held by the Board of Directors and Executive Committee, or any special committee established by the Board of Directors. The Secretary shall strictly enforce member inspection rights of all documents, to include minutes of meetings, in accordance with the current edition of California Nonprofit Public Benefit Corporations Law, Section 6330, and Apple Valley Gun Club Bylaws, Article 7, Section 4.

### **Role of the Recorder, if assigned, IAW Roberts**

### **Role of the Parliamentarian, if assigned, IAW Roberts Role of the Sergeant at Arms, if assigned, IAW Roberts**

### **Review, Dissemination and Posting of Minutes of Meetings**

Minutes of meetings shall be filed in chronological order, by year, and retained permanently in the central files located in the Secretary's office. Copies of approved minutes shall be maintained in a binder in the bookshelf of the Clubhouse meeting room and shall be available for member inspection. Also, members may request electronic or printed copies of meeting minutes at any time and for any purpose as stated in Article 7, Section 4 of the Bylaws.

## **1.3 ELECTIONS**

The Annual Election is held during February each year, and the results tabulated and announced at the Annual Banquet held in February in accordance with Article 13 of the Bylaws.

### **Nomination and Approval of Candidates**

After reviewing the current board composition, the Executive Committee of the Board of Directors shall verify which directorships and executive positions are open for election. Those positions shall be identified by title and by term of office as indicated by their year of reelection. In accordance with the Bylaws, Article 3, each directorship and each executive position shall be identified as open for nomination and shall indicate the period for which that nominee shall be serving. Directorships and executive positions filled by appointees shall all be placed in contention at the next election and shall be opened for nominations with all others.

<u>Action</u>	<u>Date</u>	<u>Responsibility</u>
Review Board Composition	August 1	Executive Committee
Election Announcement	September Meetings	President
Open Nominations	October Meetings	President
Close Nominations	November Meeting plus 1 day	President
Create/Validate Ballot	November 30	Secretary
Last Day of Withdrawal	December 15th	Candidates
Candidate Night	December Meetings	President
Mail Election Guide/Ballots	December 31st	Secretary
Return Ballots and Renewals	February 1st	Membership
Count Ballots	NLT February 10th	Tabulation Committee
Deliver Results	Annual Banquet	President

### **Nomination Cycle**

During September of each year, at both the Board of Directors meeting and the Membership meeting, the President shall announce that nominations for office will commence during the month of October. In October of each year the President shall announce the opening of nominations for Directorships and the President and/or Vice President (President Elect) at the Membership Meeting conducted in October. Opening of nominations shall be submitted and seconded by the membership at that meeting, and those nominations shall be recorded in the minutes of that membership meeting. Nominations shall be closed at midnight on the day following the November membership meeting. Once nominations are closed by the Secretary, the Secretary shall create and approve a ballot for dissemination. Verification and Certification of Candidate Qualifications shall be accomplished by the Secretary no later than close of business on November 30<sup>th</sup> and the list of nominees shall be distributed to the membership by newsletter, public postings and the website. Persons nominated and later desiring to withdraw from nomination shall do so by written notice to the Secretary no later than December 15.

## **Election Information Dissemination**

Publication of candidates and candidate statements shall be accomplished by the Secretary by December 31 of the year of nomination. Candidate statements shall be posted in a book along with the Bylaws and Policies and Procedures Manual in the Clubhouse. Any additional fliers or materials that candidates want distributed will be delivered to the Secretary and will be posted in the candidate's statement book. Under no circumstances will candidates post fliers or election materials elsewhere on the property. Members may request copies of all of the aforementioned by email at that time.

**There will be a Candidate Night at the Membership Meeting in December. This shall serve as a forum where nominees may address those in attendance and answer questions from the membership. This meeting shall be conducted as an open forum in order to give candidates the opportunity to answer questions of the membership. This meeting shall not serve as a forum to debate, and all members shall adhere to strict decorum.**

## **Ballot Production and Dissemination**

Production and dissemination of ballots by the Secretary shall be accomplished no later than December 31 of the nominating year and shall be distributed to the membership by U.S Mail in the form of a newsletter acting as an Election Guide. The election guide shall contain a ballot listing the nominees by office and duration of term. This election guide shall also contain a membership renewal form listing all current requirements for renewal, a return address envelope, and other instructions indicating the times, dates and places where members may renew in person; means by which members can renew by mail; and means by which members may renew by drop box at the Clubhouse. Members must submit their ballots with their renewal form and renewal fees by January 31

***Dues must be paid in full by January 31 or your ballot WILL NOT be counted.***

## **Return Service Address / Procedures for Ballots**

Bulk mail envelopes for election materials shall be franked with a "return service requested" franking mark in order to ensure all members either receive their ballot and renewal materials or the club membership committee is aware of an address change or error by way of return service. All efforts must be made to correct addresses and ensure timely delivery of ballot and renewal materials.

## **Ballot Receipt, Tabulation and Verification**

A Tabulation Committee shall be appointed by the Secretary and shall consist of no fewer than 3 persons. The chair of the Tabulation Committee shall be an uninterested party (one not running for office) and that chair shall direct the collection, storage, tabulation and verification of ballots. The Chair shall be an uninterested Committee Chair or Director and shall be appointed by mutual consent of the Board of Directors.

Once disseminated, ballots must be received and kept in a secure state until the Tabulation Committee Chair directs that they be opened. This direction may come at any time the Chair of the Tabulation committee determines that it is advantageous and appropriate to begin counting and tabulating votes. The counting of ballots shall commence once it is reasonably clear that ballots mailed prior to the 1st of February have been received. The Secretary, Treasurer or if both are interested parties, another uninterested director shall provide a current membership roster in order to validate membership currency of all votes.

In order to maintain secrecy of ballots, the ballots shall be delivered with the member's name displayed on the outside of the return envelope. Once qualification is verified by a member of the Membership Committee, the ballot shall be passed to the next committee person who will open the envelope, and keeping the ballot folded and votes out of sight, shall place that uncounted ballot in a blind box. Once collected in the blind box, ballots shall be removed only when they are to be counted.

Ballots shall be counted and tabulated using a spreadsheet listing each candidate. Each member shall have a total number of votes equaling the number of directorships and executive officer positions on the ballot. Multiple votes may be cast by one member for one or more candidates. Votes for executive positions are cast and tabulated separately from those for directors. Executive Committee Members (President, Vice President, Secretary and Treasurer) each have one vote per category. Votes for directors are categorized by term of office. For directorships, one and two-year categories may result in more than one open position. In such a case, members shall be given one vote per open directorship by category.

### **Announcement of Results**

The announcement of the results of the annual election shall be made at the Annual Banquet conducted on the 3<sup>rd</sup> Saturday of February in accordance with Article 13 of the Bylaws. This announcement shall at least contain the names of each director and executive officer thus qualified and receiving the greatest tally of valid votes in each category. This announcement shall be made by the President or in his stead, the Vice President or Secretary as appropriate. Once this announcement is made at the Annual Banquet, the Secretary shall publish similar announcements via the website and newsletter as soon as is possible. The Secretary shall also deliver a validated count of all votes cast by category to each candidate on the ballot.

Notification of Election of Executive Officers shall be made to interested organizations and businesses as soon as possible, to include, the California Rifle and Pistol Association, major vendors, the City of Victorville, the California Secretary of State (SI-100) and other organizations as may be appropriate.

## **1.4 INSTALLATION OF DIRECTORS AND OFFICERS**

An appropriate Induction Ceremony shall be held at the Annual Banquet.

## **1.5 NEW BOARD ORIENTATION**

A New Board Orientation shall be conducted by the President (outgoing), with briefs by the Secretary and/or Parliamentarian, Treasurer, and President (incoming) according to the Bylaws, Article 13, Section 1 (a) (4). In addition, the agenda shall contain at a minimum the following:

- Fiduciary and Custodial Responsibilities
- Financial Internal Controls and Conduct Policies
- Articles of Incorporation
- AVGC Bylaws
- Policies, Procedures, and Practices of the corporation
- Bank Signatory Assignments
- Files Access

- Conflict of Interest and Confidentiality Acknowledgments
- Committee Chair Appointments
- State of California SI 100 Filing and delivery of service assignment

## **1.6 NOTIFICATIONS, CERTIFICATIONS AND COMPLIANCE STATEMENTS:**

The corporation shall file a Statement of Information (SI 100) with the California Secretary of State annually. The applicable filing period for a corporation is the calendar month during which its original Articles of Incorporation were filed (January of 1948) and the immediately preceding five calendar months. Our election cycle dictates that the Statement of Information is filed annually at a minimum, and at any time the President, Secretary, Treasurer or Officer of the Corporation designated for Service is changed. Statement of Information Form 100 may be found and filed at the Secretary of State Website at <https://businessfilings.sos.ca.gov/>.

The records, letterhead and correspondence of the corporation shall reflect the changes in Officers of the Corporation once affected by election. All records of signatories of bank accounts, fiduciary instruments and other financial accounts shall reflect changes in the Officers of the Corporation once affected.

Incoming Directors and Officers must acknowledge the Conflict of Interest/Confidentiality, Sexual Harassment, Financial Internal Controls and Conduct Policies and shall sign the relevant declarations acknowledging their understanding of the policies and requirements to abide by said policies. (See Appendix, Conflict of Interest/Confidentiality)

Incoming Officers and Directors must review the Bylaws, Range Regulations, Policies and Procedures of the Apple Valley Gun Club and the pertinent sections of Roberts Rules of Order and must attend a Membership Orientation if they have not done so in the previous 12 months. Incoming Directors and Officers will be required to complete, at no charge to them, a background screening, Abuse Awareness Training, and Sexual Harassment Prevention Training within 14 days of taking office (See Appendix, Matrix for Background Checks).

# **ADMINISTRATION**

## **2.1 BUSINESS OPERATIONS**

### **Files, Records and Correspondence**

#### **Record Retention Requirements**

All official records of the Apple Valley Gun Club shall be maintained at the Corporate Office of the Apple Valley Gun Club as established in the current Bylaws. Working papers may be maintained at alternate locations, but the official records shall be maintained at the Corporate Office without exception. Listed below are the record retention requirements for the Apple Valley Gun Club. Records may be maintained in physical or electronic form, as dictated by current California and Federal Law.

<b>Type of Document</b>	<b>Minimum Requirement</b>
Accounts payable ledgers and schedules	7 years
Audit reports	Permanently
Bank Reconciliations	2 years
Bank statements	3 years
Checks (for important payments and purchases)	Permanently
Contracts, mortgages, notes and leases (expired)	7 years
Contracts (still in effect)	Permanently
Correspondence (general)	2 years
Correspondence (legal and important matters)	Permanently
Correspondence (with customers and vendors)	2 years
Deeds, mortgages, and bills of sale	Permanently
Depreciation Schedules	Permanently
Duplicate deposit slips	2 years
Employment applications	3 years
Expense Analysis/expense distribution schedules	7 years
Year End Financial Statements	Permanently
Insurance Policies (expired)	3 years
Insurance records, current accident reports, claims, policies, etc.	Permanently
Internal audit reports	3 years

Inventories of products, materials, and supplies	7 years
Invoices (to customers, from vendors)	7 years
Minute books, bylaws and charter	Permanently
Payroll records and summaries	7 years
Personnel files (terminated employees)	7 years
Tax returns and worksheets	Permanently
Time sheets	7 years
Withholding tax statements	7 years

**Data Storage, Backups, and Data Security**

- Record Retention Requirements and Procedures

As required by document retention standards established above and stored on appropriate media and retained in a fireproof safe in the Clubhouse.

- Electronic Record Keeping Procedures

Electronic records must be maintained employing the same standards as listed above and must be stored in such manner as to provide appropriate security and fire/disaster safe protections.

- AVGC Members Database Hosting, Back Up Procedures and Internal Controls

The membership database is the singular most critical piece of electronic information held at the club and must be protected from compromise. Backups must be maintained in the fireproof safes in the clubhouse as well as backed up on an appropriate remote secure location. Should Apple Valley Gun Club suffer a major fire or theft, the backup copies held in the clubhouse and remote location will provide a fast and reliable basis from which to restore our operations.

**Postal**

- First Class Postage Funding Procedures and Internal Controls

First Class Postage shall be purchased on a cash reimbursable basis by the Secretary or Treasurer and distributed to those needing First Class Postage. First Class Postage shall be kept to a minimum but shall be the primary means of written correspondence with vendors.

Certified and Priority postage shall be purchased on a cash reimbursable basis by the Secretary or Treasurer.

- Bulk Mail Permit Funding Procedures and Internal Controls



The Bulk Mail Permit issued to the Apple Valley Gun Club by the United States Postal Service shall be a means of distributing printed matter. Electronic communication is more cost effective and should be used when possible. Some documents such as ballots require the distribution by US Mail. In these cases, mailings should be consolidated and sent via the Bulk Mail Permit. The reference for the use of the Bulk Mail permit is the current edition of the Domestic Mail Manual of the United States Postal Service.

Technical support can be found both at the Victorville Central Post Office, 16333 Green Tree Blvd, where our Bulk Mail Permit is issued and administered. The Bulk Mail Center is located on the south side of the main post office and the Bulk Mailings manager may be reached at 760-241-4433.

Audits of any and all postal accounts and activities shall be conducted by the Finance Committee under the direction of the Treasurer unless otherwise specified by the Board of Directors. Reports of audits shall be delivered to the Board of Directors in Executive Session.

The preferred method of delivering routine newsletters, calendars and other information to the membership is via the website and physical postings at the club property. Election and renewal forms must be delivered by U.S. Mail or bulk mail. In cases where members' addresses result in a "return service" that member shall be automatically moved to a web only delivery status for routine information and newsletters. That member may not be returned to a U.S. Mail delivery status until they request such status and provide a confirmed mailing address.

Access to the club Post Office Box at the Victorville Post Office shall be limited to no more than four people and ideally, the Secretary and Treasurer will be the primaries. If that is not practical, the Board of Directors shall appoint members responsible for picking up mail.

U.S. Mail as business mail directed to the Apple Valley Gun Club shall be delivered to the Apple Valley Gun Club post office box. Business correspondence shall not be directed to a personal address unless authorized by the Board of Directors. Deliveries of parcels by carriers other than the U.S. Postal Service may be delivered to addresses other than the P.O. Box and physical address of the club provided that alternate address is stipulated as a delivery address only, and under no circumstances, shall a personal address be represented as the official business and/or billing address of the Apple Valley Gun Club. Under no circumstances shall any member use the physical or business address of the Apple Valley Gun Club as a personal or alternate business address.

## **Reproduction and Forms**

- Contract Reproduction Services

The Club shall maintain standardized local forms on an as required basis, and forms generation shall be approved by the Secretary on an as needed basis. Local generation of forms shall be kept to a minimum and standardized forms shall be used to the greatest extent possible.

## **Photocopy Services**

Local photocopy services shall be provided by the Secretary for the support of business operations of the Club. Large print jobs should be commercially printed to keep costs down.

## **Version Control Procedures**

All recurring correspondence, forms, letters, calendars, and all forms reproduced shall be marked in the lower left corner of the cover page with a version control mark as follows:

DD/MO/YR/Drafter Initials. Ex: 01/01/11/NRR

## **2.2 INFORMATION MANAGEMENT**

### **Information Security**

Information security is the responsibility of the Club Secretary. The Club's primary vulnerability is the general ledger and membership database. The distribution of member information must be kept to a minimum and requests for member lists must adhere to current California law and the Bylaws of the Apple Valley Gun Club. Member lists distributed to the Board of Directors must be designed and maintained in such a manner as to not compromise the privacy of the membership.

### **Data protocols and Standards**

Data protocols and standards are the responsibility of the Secretary to periodically review. The Secretary shall make recommendations to the Board of Directors concerning software standards for club projects. As a rule, software should be platform independent and should adhere to Open Source Data Standards.

## **2.3 WEBSITE ADMINISTRATION**

### **Contract Website Host and Administration**

The club website should be the primary means of disseminating news and calendars to the membership. The website shall also serve to advertise the club locally and provide information for potential new members. The website shall provide calendars, information on key contacts and events, PDF formatted applications and registration forms, as well as downloadable copies of the AVGC's governing documents. The website cannot suffice for notifications required to be delivered by U.S. Mail.

### **Social Networking Sites**

Social Networking sites and forums may be used to provide interactive forums for the membership and Board. Any site using the Apple Valley Gun Club logo and name must gain the approval of the Board of Directors prior to doing so. The Secretary shall supervise the creation and content of these sites. The Board of Directors should review and approve or disapprove of content for these sites.

## **2.4 ELECTRONIC COMMUNICATION**

### **Website Content Control**

The website shall be directly supervised by the Secretary and shall maintain appropriate content control in order to project a positive, professional and family-oriented theme to the public and the membership.

Website administrators and content reporters may have access to post on the site as appropriate, but the Secretary must maintain established standards by closely supervising the site. Content reporters shall provide their content to website administrators as determined by the Secretary.

### **Email Communication with Members**

Electronic mail may be used for routine communication with members. It does not replace the legal requirement to deliver certain documents such as ballots and election materials to the membership. Email is the preferred method of routine correspondence between Board members and members for routine matters. The Secretary shall control all bulk or mass emailing.

### **Email Communication as Business Correspondence**

Email may supplement physical meetings for routine business decision making and briefings of Board members, committee chairs and members on routine business issues. In cases where email relating to club business is the means of communication, addressees must include any person who has a decision-making authority on that issue. For example, any issue requiring a Board vote must include all Board members as addressees. Issues including committee chairs or members of special committees must include those committee chairs. Issues referring to a specific member must include that member as an addressee. Any action decided by electronic means must be reported at the next Board meeting.

## **MEMBERSHIP MANAGEMENT**

### **3.1 MEMBERSHIP**

#### **The Role of the Membership Committee**

The Membership Committee shall consist of the Secretary and Membership Liaison and as many members and associate members drawn from the membership as necessary to accomplish the assigned tasks. The Membership Committee shall assist the Secretary in the processing of new Probationary Member Applications; processing the conversion of Probationary Members to Members; assist with election materials and ballots; assist with membership renewals; produce and distribute the Newsletter and other publications for the membership; assist with membership drives and events; and assist the Secretary and Board of Directors in tasks intended to enhance the value of membership to the members of the Apple Valley Gun Club.

### **3.2 MEMBERSHIP APPLICATIONS PROCESS AND PROCEDURES**

#### **Qualification and Application for Membership**

Membership Applications consist of a two-page form, (See Appendix). The membership committee representatives shall confirm current membership in the National Rifle Association as well as help document any acceptable formal firearms safety training the applicant may have. The applicant shall begin the process of being accepted first as a Probationary Member in the Apple Valley Gun Club, and then successfully completing the steps necessary to gain membership at the completion of the probationary requirements.

## **Preparing for Membership Meetings and Applicant Processing**

Applicants shall assemble at the sign-in table and present themselves and their application forms to the membership committee representatives. This shall begin at the commencement of the Board of Directors Meeting. By the time the Membership Meeting is Called to Order, the applicant should be seated in the Club Meeting Room and all applications should be in the hands of the membership committee representatives. Membership committee representatives shall then review the applications and supporting documents for completeness and accuracy and shall then pass them to the President for review.

### **National Rifle Association Membership Recruiting**

The Membership Committee, acting under the direction of the Secretary, shall act as the official National Rifle Association Recruiting agent for the Apple Valley Gun Club. The Membership Committee shall be the exclusive agent of NRA Membership recruiting on club property as it shall be the only NRA Recruiting agent to act under the name of the Apple Valley Gun Club. All

proceeds from NRA Recruiting activities shall be transferred directly to the scholarship fund of the Apple Valley Gun Club. At no time shall any revenue from any NRA Recruiting activity go to any individual when acting on club property or under the name of the Apple Valley Gun Club. Revenues collected by the club from NRA recruiting activities shall first be dedicated to funding an aggressive Junior NRA membership sponsorship program where young associate members and other junior shooters shall be awarded Junior Memberships in the NRA when they achieve predetermined milestones as determined by the applicable range or event chair. The club may buy each junior associate member an initial Junior Membership. Renewals shall be the responsibility of the junior shooter's family.

Opportunities to conduct formal recruiting activities for the NRA include, but are not limited to:

1. Club Membership Renewal Days (January)
2. Club Hosted Special Events (Women on Target, scheduled shoots, matches and holiday events)
3. Public events where Apple Valley Gun Club participates in displays (Home Show, Gun Shows, etc.)
4. Special NRA recruiting events such as Junior Membership drives, Military Membership drives, and Life Membership drives.

## **3.3 PROCESSING PROCEDURES AT MEMBERSHIP MEETINGS**

### **Role of Secretary and Membership Committee**

Applicants will proceed to the membership table. Applicants will either present a completed application form to the Membership Committee members or they can obtain and complete an application form at that table. The Membership Committee, under the direction of the Secretary, shall collect and review the application form for completeness and accuracy. Applicants are then directed to the finance table to pay appropriate fees. All applications must be accompanied by proof of current membership in the National Rifle Association.

### **Role of Treasurer and Finance Committee**

Applicants will proceed from membership table to the finance table. Finance committee members, under the direction of the Treasurer, will receive appropriate fees for membership and prepare a probation card for the applicant. Probation cards are set aside until the membership meeting is adjourned.

All AVGC members are required to have current membership in the NRA. Proof of NRA membership is required at the time of application; an NRA number must be provided for full membership at the completion of probation. Applicants will be able to join the NRA at the membership meeting.

### **Role of the President**

Near the end of the membership meeting the finance committee will provide the president with the new member application forms. As an order of new business, the president will call each applicant to come to the front of the room and introduce themselves to the membership. The president will call for the membership to accept the applicants with a “yay” or “nay” vote.

### **Role of the Applicant**

The applicant will turn in a completed application form and pay all appropriate fees which include initiation fees and prorated dues. The applicant will be called to present themselves to the membership and speak briefly on why they wish to join the club. At that time the board may ask questions of the applicant. The membership will vote on the admission of all applicants at the end of introductions. Once voted into the club, the applicant will be a Probationary Member in the “probationary period” until the following requirements are met:

1. Provide proof of NRA membership
2. Attend Orientation
3. Successfully complete Range Specific Training – Rifle
4. Successfully complete Range Specific Training – Pistol
5. Complete 4 hours of volunteer work (associates are exempt)

**“Probationary Period”** shall be defined as one year for purposes of completing the 4-hour work requirement. Probationary members cannot buy out their initial 4-hour work requirements. Should the probationary member remain on probation longer than one year, the probationary member shall owe the original 4 hours plus the subsequent 6 hours for every year thereafter, or in the alternative, pay the work buyout fee. This encourages the probationary member to complete their probation, and not remain on probation indefinitely to avoid the work requirement. Probationary members are highly encouraged to complete probation requirements within one year from their acceptance to membership.

New members will NOT be issued any club keys or codes until all probation requirements are completed.

### **Role of Safety Committee Chair (Vice President) and New Member Requirements**

Once applicants are accepted by the membership the Chairman of the Safety Committee or their representative will brief applicants on the probationary requirements. The new members will be reminded to pick up their new member packets from the membership table.

### **New Member Packets**

New member packets contain no less than:

1. Current gun club governing documents (By-laws, Policies and Procedures, and Range Safety Rules)
2. Most recent Newsletter
3. Current letter of introduction to the Apple Valley Gun Club

4. List of Gun Club events and current instructional classes
5. Information from the National Shooting Sports Foundation
6. Firearms Information
7. Suicide Prevention information
8. Free hat coupon
9. Patch, flashlight, other available promotional objects
10. Probationary membership card and card holder with lanyard.

### **3.4 PROBATION REQUIREMENTS**

#### **New Member Orientation**

All members are required to attend a club orientation. This is typically scheduled immediately following a range-wide work party day on the third Sunday of each month. Orientation begins in the Adobe clubhouse at 12:00 pm (noon). The president or their representative will welcome new members to the club. Members will be briefed on club sign-in procedures, guest registration, gate keypad use (without revealing the code), and club traffic patterns. Members will view a brief PowerPoint presentation on the gun club rules, policies, and amenities, including incident/close-call procedures. Members are then escorted to each individual range where the individual range chairman (or their representative) will brief members on that range's safety rules and amenities.

Probation access restrictions will be emphasized. Probation members may only use the range with a full member or if participating in an open event or class.

#### **Range Specific Training**

All new members are required to attend Range Specific Training for the Big Bore (Rifle) range and the Pistol range. Training days will be announced at the membership meeting. Information is also available on the AVGC website and in the membership packets. If the member does not have a range specific firearm one will be provided. The member must provide new, factory ammunition.

Training begins in the Adobe clubhouse. Members meet for a briefing on the range safety rules. Members are advised on how to bring their guns and ammunition onto the range, safe gun handling rules and basic shooting skills training.

The class will then travel to the specific range where they will be advised of the amenities of that particular range, the significance of the range signage, the purpose of the red safety line, requirements when someone is down range, establishing a firing line, and how to properly set up a target. New members will shoot a designated string of fire to demonstrate safe gun handling. New members will be advised of AVGC range clean-up policy regarding spent brass barrels and the live ammo buckets. Instructors and new members will complete the AVGC Firearm Safety Form. Firearm Safety forms are turned into the secretary's office for filing.

At least one RSO will be present on the range while shooting is taking place.

The approximate length of this training will be two hours. If the probationary member does not possess the

necessary safe gun handling skills or attitude, remedial training will need to be scheduled before the member can be signed off.

Trap, indoor, and archery ranges are exempt from this requirement due to the already established extensive orientation required to use those ranges.

### **Request for Special Probation Orientation or Training**

In recognition that due to extraordinary factors in a Probationary AVGC member's life and work commitments they may not be able to attend a regularly scheduled training session or volunteer work party day, a member may request an alternate training or volunteer time. The member must contact the vice-president or the instructor of the particular training that they want to reschedule (instructor information may be found on the club website) and state the reason for requesting an exception. Efforts will be made to accommodate member and instructor schedules.

### **Membership Cards & Gate Code**

Once a probationary member has satisfied all the probationary requirements, membership cards and the gate code will be available for pick up at the next general membership meeting.

### **Membership Database Administration**

1. Data Entry Subsequent to Applicant Approval
2. Schema of the member record of the database
3. Verification of Personal Data, NRA Membership, mailing address and email and preferred phone number. Accepted Proof of Membership Status (NRA Card, List or magazine mail label).
4. Communication Preference Options for Members:
  - Website
  - Email (members may opt out of email-not recommended)

## **3.5 MEMBERSHIP RENEWAL**

### **Annual Membership Renewal Cycle**

Members must renew each year on or before January 31<sup>st</sup>. Notifications for renewal and address changes must be delivered by the end of November in order to give ample time for members to return completed renewal forms and for the membership committee to process those renewals. These invoices are best delivered by bulk mail in conjunction with a first quarter Newsletter mailing to all members, including those requesting web newsletter deliveries (Renewal Form, see Appendix).

### **Notification of Renewal via Website and Newsletter**

Reminders of upcoming renewal requirements must be published early in the 4<sup>th</sup> quarter of the calendar year in order to disseminate the renewal forms and requirements effectively. The renewal/change of address form must also solicit information deemed important such as NRA membership information (term, type and renewal date), email and phone contact information as well as physical mailing addresses.

## **Annual Invoice Procedures (Mailed by Dec 31)**

Members are to renew at the appropriate rate, Regular or Senior, based on the age requirements for each, and emphasize the renewal due date as January 31<sup>st</sup> of the upcoming year. Late fees will be assessed for payments made on or after February 1<sup>st</sup> at 150% of the standard renewal rate. For payments made on or after March 1<sup>st</sup> late fees will be assessed at 200% of the standard renewal rate.

Members shall be required to log 6 work hours per year in addition to the other requirements in order to renew their membership. Documentation for work accomplished will be the responsibility of each individual member. On the work card attached to the current year's membership card, each member shall have the Range Director or Committee Chair sign off at the time the work is completed. The work card will be returned to the club at year end along with the renewal form for the next year. As volunteers are needed throughout the year, members are encouraged to spread out their hours and not wait until year end to perform their required volunteer hours.

### **Mailing of Membership Cards**

Once the initial membership renewal timeline has passed, the Membership Committee shall review and update the membership database with any mailing address corrections and have the printing contractor produce the membership and work cards for the upcoming year. The membership committee at a time designated shall assemble at the clubhouse, and the secretary shall divide the envelopes between the members. The members shall complete one membership and work card per envelope and stuff the envelope. Once the cards are completed, the secretary shall mail the cards. Cards should be mailed on or before February 15<sup>th</sup>. This ensures the on-time memberships will receive their membership ID prior to the gate code change on March 1<sup>st</sup> of each year.

## **3.6 MEMBERSHIP COMMITTEE**

The following are the duties of the Membership Committee: Membership Application Processing Roles. Under the direction of the Secretary, assist in assembling the Probationary Member welcome aboard packet; assist in setting up sign in and applicant processing tables prior to the Board Meeting; conduct Membership sign in for the Board of Directors and Membership Meetings; collect and deliver to the Secretary the rosters of attendees and assist in the computation of quorum requirements; Collect, review and complete applications for membership; verify NRA membership type, status and expiration date.

### **Club Orientation Roles**

The Membership Committee shall also assist the Safety Committee at each Club Orientation in set up, collecting rosters, and be available to assist members in completing application checklists.

### **Membership Committee Renewal Roles**

- Assist in the preparation of renewal invoice mailing packets
- Assist in the assembly of invoice/election materials packets for mailing
- Assist during the January Membership Renewal Days as scheduled at the clubhouse
- Assist in NRA recruiting and renewal processing under the direction of the Secretary
- Election Cycle Roles



- Assist in ballot and renewal invoice preparation in conjunction with bulk mailing
- Assist in planning and executing the Annual Banquet
- Assist in Election results tabulation under the direction tabulation committee chair.
- Membership Committee Newsletter Protocols, Production and Dissemination
- Publication Cycle and Timeline for Drafting, Printing and Mailing

The publication of the Apple Valley Gun Club Newsletter shall be under the direction of the Secretary, and that newsletter shall be produced as directed by the Board of Directors. The current publication schedule is four (4) publications of the newsletter each calendar year.

### **Assembling and Mailing of the Newsletter and Membership Documents**

The Membership Committee, working under the direction of the Secretary, shall assist in collecting, collating, and preparing for mailing or other forms of distribution any such printed matter as determined by the Board of Directors in need of distribution.

### **Work Requirement**

Club Members that are elected, Associate members, Range and Committee chairs and working committee members shall be exempt from the annual volunteer work requirement. Associate members can put in the work hours for the regular host member.

Acceptable work shall include, but is not limited to the following:

1. Range maintenance and repair
2. Support at events or matches
3. Committee participation
4. Administrative support
5. Work performed with local conservation groups

All hours for volunteer work shall be reported on the work card attached to each member's membership card. It is the responsibility of the member to have the Range Director or Committee Chair sign their card at the time the work is performed. Each member shall submit the work card along with the next year's renewal form. As volunteer hours are needed throughout the year, members are encouraged not to wait until year end to complete their required work hours.

Members who have not completed the required annual 6 hours of work during the current calendar year shall be assessed an additional \$100.00 in order to renew their membership. We do not accept partial hours or prorate fees for hours worked. Members over 80 years of age are automatically exempt from this work requirement. Excused absences from this requirement shall include active duty for military service, medical incapacity as documented by a physician's letter or note, leave of absence for that year and other instances as requested by a member and approved by the Board of Directors. Committee chairs and board members need to make every effort to find volunteer assignments appropriate to a member's ability.

### 3.7 JUNIOR PROGRAMS OVERVIEW

#### JR Pistol, JR Rifle, JR Shotgun, JR Archery, and SASP

- The Junior Programs will teach organized shooting with a view toward safe gun handling, use and care of firearms and archery equipment, as well as marksmanship
- The Junior Programs will help develop self-discipline, team play, and self-reliance essential to good sportsmanship
- The Junior Programs are open to AVGC members and Non-Members
- The Junior Programs are for children 8 years to 18 years of age
  1. The child must be physically capable of safely operating the equipment
  2. The child must be of a maturity level to follow all directions and handle the equipment in a safe manner
  3. The Program Director will have the final say in the decision for any child to participate
- Parent or Guardian must remain present on the range with their minor child
- Parent or Guardian will sign-in on the AVGC JR Event Sign-In Log. Parent or Guardian will fill out and execute the following waivers and consent forms:
  1. Permission for Minors to Use Firearms and Ammunition
  2. Waiver and Release of Liability, Assumption of Risk, Photo Release, and Indemnity Agreement
  3. Waiver and Release of Liability, Assumption of Risk, Photo Release, and Indemnity Agreement for Use of Club by Minors
- Parents are not allowed on the firing line except in the event they are a coach or RSO for the Junior Program. Parents will remain in the spectator area.
- There will be Coaches/Instructors on the firing line at all times.
- Range Safety Officers will always be present.
- Approved eye and ear protection will be worn by the participants and spectators.
- The JR Pistol Program will provide .22 firearms. Participants may not bring their own firearms.
- The JR Rifle Program will provide .22 firearms. Participants may bring their own .22 bolt- action rifle that has not been modified in any way and has been inspected by qualified range personnel prior to use.
- The JR Shotgun Program will provide 12GA or 20GA Shotguns. Participants may bring their own shotgun as long as it has been inspected by qualified range personnel prior to use.
- The JR Archery Program will provide recurve bows of an appropriate draw weight and arrows of appropriate length and spine weight as long as the club's inventory will accommodate. Participants may bring their own equipment as long as it is inspected by qualified range personnel prior to use.
- All volunteer Coaches, RSOs, and any other volunteers in the Apple Valley Gun Club's Junior Programs will complete a comprehensive background screening and a training course in Sexual Abuse Awareness Training in compliance with the federal Safe Sports Act (See detailed policy on background checks below).
- All volunteer Coaches, RSOs and any other volunteers in the Apple Valley Gun Club's Junior Programs will be made aware of the mechanism in place to communicate and report any child abuse.
  1. The reporting person will call San Bernardino County Children and Family Services at (909) 384-9233 or (800) 827-8724 or call the local law enforcement. If you believe the child is in imminent danger, call 911.
  2. The reporting party will notify the Director of the Junior Program and either the President or Vice President of Apple Valley Gun Club immediately.

After all required forms and liability waivers (see Appendix) have been completed and signed, the Junior participant will be given an activity card. The card entitles the Junior shooter to participate in the junior program for a period of one year. Upon the expiration of the card, all forms and liability waivers must once again be completed and signed before the junior activity card is renewed.

The Junior Program activity card is separate and distinct from the membership cards issued to all current AVGC members. The activity card grants the Junior shooter the opportunity to participate in the junior programs. The activity card does not entitle the holder of the card to any rights or privileges afforded to current Apple Valley Gun Club members.

## **Policy On Background Checks**

### **I. PURPOSE AND SCOPE**

**A. Purpose:** To establish minimum standards for the appropriate acquisition and use of background records to support safe and secure programs involving minor children.

**B. Scope:** Applies every 2 years to all Board of Directors, Range Chairs, Directors of Junior Programs, Range Safety Officers participating in Junior Programs, and any other individuals regularly volunteering in events that consistently have minor participation where there could be an on-going relationship with potential for grooming. Requests for special consideration can be made to the Board (See Appendix, Matrix for Background Checks).

### **II. DEFINITIONS**

**A. Commercial Background Check:** A background check completed by a commercial entity through a review of publicly available law enforcement, court, and other records as appropriate. A commercial background check typically, is based upon identifying information regarding the individual, but does not utilize fingerprints.

**B. Minor:** An individual under the age of 18.

**C. Permissive Background Check:** A commercial background check that is not required by law but is permitted at AVGC's discretion.

**D. San Bernardino County CCW:** This permit is given (and renewed biannually) by the San Bernardino County Sheriff's Department after completion of a detailed law enforcement background check.

**E. Program Involving Minors:** For the purposes of this policy, a program or event hosted by or closely associated with AVGC in which:

1. The program's purpose is to provide benefit, service, or activity to or for minors;
2. AVGC personnel have significant roles or regular contact with minors; and
3. Not including spontaneous gatherings or single social events open to and attended

by both minors and adults.

### III. ACQUISITION OF BACKGROUND RECORDS

A. **Mandatory Background Checks.** Under state and federal law, institutions are required to obtain and review criminal background checks under the following circumstances:

1. **Certain Programs Involving Minors.** As of January 12, 2021, California mandates background checks of non-school associated activities for volunteers of youth sports and athletics.

#### **Bus. & Prof. Code § 18900**

A “community youth athletic program” must provide written notice to the parent or guardian of a youth participating in the program regarding the program’s policies relating to criminal background checks for volunteers and hired coaches in the program. If criminal background checks are obtained for hired or volunteer coaches, the written notice shall contain both of the following: (A) a statement regarding whether the criminal background check includes state and federal criminal history information and whether the program obtains subsequent arrest notification for those individuals and (B) contact information regarding where the parent or guardian of a child participating in a “community youth athletic program” can obtain additional information about the program’s background check policy, such as the entity providing the criminal background check or the nature of the type of offenses the program searched. Written notice is satisfied by a posting on the “community youth athletic program’s” website. A “community youth athletic program” is defined as an organization that: (A) has a primary purpose of the promotion or provision of athletic activities for youth under 18 years of age and (B) has adult employees who have supervisory or disciplinary power of children.

B. **Permissive Background Checks.** In addition to the circumstances under which AVGC must obtain and review a background check, described in section III.A, above, AVGC also has the discretion to require background checks of other volunteers.

1. AVGC may elect to obtain background checks with respect to any position.

Examples include:

- a. Volunteers in facilities and programs other than those for which such background checks are mandatory, if the volunteer’s duties involve contact with minors, and
- b. Volunteers who have access to minors in AVGC’s activities and programs.

#### IV. PROPER USE OF BACKGROUND CHECKS

**A. Background Check Considerations.** AVGC's use of background checks in making volunteer decisions must be tailored to meet legitimate business needs, taking into consideration at least:

1. The nature and extent of the volunteer's past criminal activities;
2. The time elapsed since the activities took place; and
3. The nature, duties, and functions of the volunteer work.

**B. Nondiscrimination.** The use of background checks in AVGC's volunteer decisions must be impartial, with no difference in their acquisition or use based on race, sex, religion, ethnicity, sexual orientation, gender identity, or other factors that might promote or imply discriminatory practice.

1. Even a neutral policy or practice regarding background checks that has the potential to have a disparate impact on a class of individuals must be:
  - a. Related to specific job duties, and
  - b. Consistent with business necessity.
2. No volunteer may be excluded from participation based upon generalized institution policies or practices regarding the use of background checks without an individual assessment that includes the factors described in this section.

**C. Commercial Background Checks.** If AVGC denies a volunteer based upon background check information provided by a commercial vendor, AVGC shall:

1. Notify the volunteer, and
2. Provide the volunteer with a copy of the report.

**D. San Bernardino County CCW** permits will be accepted for fulfilling the background check requirement.

## RANGE SAFETY AND MANAGEMENT

### 4.1 ADHERENCE TO AFFILIATED GOVERNING BODIES

The Apple Valley Gun Club generally adheres to the following governing bodies for the establishment of Policies and Procedures and Range Regulations:

1. National Rifle Association
2. United States Practical Shooting Association
3. National Field Archery Association
4. Amateur Trapshooting Association
5. National Muzzle Loading Rifle Association
6. International Hunter Education Association
7. California Rifle and Pistol Association
8. National Shooting Sports Foundation

## **4.2 SAFETY COMMITTEE, RANGE SAFETY OFFICERS, AVGC CHIEF RANGE SAFETY OFFICER**

The Safety Committee shall meet at such time and place as determined by the Vice President as Chair.

### **Safety Committee Mission and Composition**

The primary purposes of the Safety Committee shall include:

1. Maintain the Apple Valley Gun Club Range Safety Regulations; published as Apple Valley Gun Club Range Safety Regulations.
2. Act as the primary means of developing guidelines for overall Safety.
3. Review all Close Call and Incident Reports (See Close Call and Incident Reports in Section 7.4).

The Apple Valley Gun Club Safety Committee shall consist of the following voting members:

1. Archery Range Chair
2. Indoor Range Chair
3. Big Bore Range Chair
4. Trap Range Chair
5. Pistol Range Chair
6. Chief Range Safety Officer
7. Vice President or their designee (chairs the meeting, provides the agenda, and votes to resolve any ties)

Consistent participation by each appointed member of the Safety Committee is strongly encouraged. In the event a range chair or the CRSO is unable to attend, they may designate an alternate voting delegate by notification to the Vice President prior to the meeting.

### **Range Safety Officers**

Range Safety Officers shall be assigned as the Safety Committee Chair directs. Range Chairs, Match Directors, and Event Coordinators must identify RSO requirements to the Safety Committee Chair as part of any match or event planning process. The assignment of Range Safety Officers for events is the responsibility of the Safety Committee Chair and may be delegated to the AVGC CRSO.

### **AVGC Chief Range Safety Officer (CRSO) Duties and Responsibilities:**

The Apple Valley Gun Club (AVGC) Chief Range Safety Officer (CRSO) shall have charge of the Range Safety Officers (RSO's) of this Club and shall be in charge of scheduling, training, coordinating, and supervising all RSO's.

The AVGC CRSO will screen and qualify candidates nominated by the Range Chairs for Range Safety Officer training and have the final approval of all candidates nominated for training. After Club RSO Training, the AVGC CRSO will have a 90-day period to evaluate the new RSO. If within the 90 days it is determined that the new RSO is not performing to NRA RSO Standards, the AVGC CRSO will have the full authority to suspend or remove the RSO from duty.

The AVGC CRSO will provide resolution of conflicts or concerns that involve safety on the range or Range Safety Officers and will provide that resolution to the Club's Safety Committee or Board of Directors if needed or requested.

The AVGC CRSO will identify needed maintenance/repair of any equipment that is determined to be safety related, and when needed, request appropriate action be taken.

The AVGC CRSO will coordinate with the Range Chairs or Match Directors on which range(s) or events Club RSO's are needed and will provide them as needed.

The AVGC CRSO may develop Range Safety Regulations as directed by the Board of Directors or Safety Committee. The AVGC CRSO may also be responsible for the implementation of the Range Safety Regulations at the direction of the Board or Safety Committee.

The NRA requirement of an RSO's: Must possess the Knowledge, Skills and ATTITUDES essential to organizing, conducting and supervising shooting activities and range operations.

### **Range Safety Certification**

All persons serving as Range Safety Officers must hold a current certification as a Range Safety Officer as issued by the National Rifle Association. It is highly encouraged that Range Safety Officers be currently certified in CPR/First Aid and attend annual Range Safety Officer orientations as well as assigned match safety briefings.

First time and renewal of First Aid/CPR training expenses will be reimbursed by the club for those members who volunteer their services to the club on a regular basis. Proof of active volunteerism is required and can be shown by presenting the membership card to the President, Vice President, or CRSO. The member requesting reimbursement is to complete a reimbursement form and have either the President, Vice President, or CRSO sign off on the reimbursement form. This is the **pre-authorization** needed for the club to reimburse for a class. The member can only take a class from a vendor that has been authorized by the Board of Directors. Once the class is completed, the member is to turn in the reimbursement form, with the receipt for the class, to the Treasurer. The Treasurer will then reimburse the member for the expense.

### **Range Safety Officer Duties:**

Range Safety officers that have been certified through funding by the Apple Valley Gun Club have agreed to perform the below listed duties as a minimum:

1. Attend a minimum of 4 monthly club meetings per year.
2. Randomly visit the premises and monitor each activity while wearing an RSO shirt/jacket a minimum of 4 times per year.
3. Attend a minimum of 4 regularly scheduled club events, challenges, matches, or Club sponsored classes and two Women on Target events per year while serving in an RSO capacity. This does not apply to those that are involved in recurring scheduled events, the time spent conducting those events will satisfy this requirement.

4. Become thoroughly familiar with the AVGC Policies and Procedures for each range.
5. If a person that has been certified as an RSO at the expense of AVGC fails to perform duties as described in this directive within the first year that person must reimburse the AVGC for the cost of the RSO training.
6. RSOs must possess the Knowledge, Skills and Attitudes essential to organizing, conducting and supervising shooting activities and range operations.

### **4.3 TRAINING DIRECTOR, TRAINING COORDINATOR, INSTRUCTORS**

#### **Training Director and Training Coordinator**

The Training Director facilitates the operational effectiveness of the Club's Sponsored Training Events.

The Training Director's responsibilities include creating the calendar for the year for AVGC NRA classes, scheduling instructors for those classes, presenting the training calendar and material funding to the Board of Directors, as well as, presenting upcoming classes and events to the general membership at monthly meetings.

The Training Coordinator manages the AVGC Eventbrite website for registration for all the Club's Sponsored Training Events. Additionally, the Training Coordinator updates Club Sponsored Training Events on Eventbrite, manages waiting lists, and provides additional information to instructors and students as needed.

The Training Director's duties also include, but aren't limited to, contacting the AVGC's CRSO for RSO's range preparation and live fire safety, correspondence with attendees, ordering supplies and materials for the Club's Sponsored Training Events, and classroom preparation.

The positions report directly to the AVGC Vice President.

#### **Instructors**

The Training Director shall oversee all trainers/instructors using range facilities. Any coach or instructor participating in an event or class at Apple Valley Gun Club will be a member of Apple Valley Gun Club. At no time will an outside coach or instructor be permitted to participate in an event or class without prior permission from the Board of Directors. All trainers/instructors who want to use AVGC as a training facility shall present themselves to the Training Director for review and approval of their certifications and insurance (if applicable). All trainers/instructors shall maintain a copy of their current certification and insurance certificates in the Trainers and Coaches Notebook in the clubhouse.

Trainers/Instructors conducting any for-profit classes must maintain insurance at their own expense. The trainer/instructor shall provide a current General Liability and Professional Liability Certificate of Insurance with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate, and naming Apple Valley Gun Club as an Additional Insured, and including an endorsement entitled "Transfer of the Rights of Recover" (Waiver of Subrogation). 10-day Notice of Cancellation for Non-Payment; 30-day Notice of Cancellation for any other reason must also be indicated on the Certificate.



For both club classes and for-profit classes, there shall be no reloaded ammunition allowed for live fire courses. Participants in all live fire courses shall only use factory ammunition. While class is in session, no live ammunition is allowed in a classroom. All instructors are encouraged to attend the quarterly instructors meeting. All beginner courses shall have an instructor to student ratio of 1 instructor/trainer to 2 students during all live fire exercises. All advanced courses shall have an instructor to student ratio of 1 instructor/trainer to 4 students during all live fire exercises.

All member trainers/instructors must schedule courses/training using an event request form and process, including Board of Director approval (see Section 4.5). The event request application must include a copy of the instructor's credentials and insurance with the form at the time of submission. All events must be coordinated for range/venue needs with the affected Range Chair and by placing the course/training in the Trainers and Coaches Notebook in the clubhouse. Upon approval, all events must be placed on the Club's calendar. Event flyers and advertising are permitted at the clubhouse and on the ranges with the permission of the Range Chairs. All flyers and advertising for courses offered for-profit and outside/non-member trainers must not reference AVGC for any purpose other than location.

### **Outside & Non-Member Trainers**

Non-member instructors who desire to use the Apple Valley Gun Club as a training facility shall submit an event request to the Event Chairman using the event request process (see Section 4.5). Once the event is approved by the Board, the outside non-member trainers shall be required, at their own expense, to provide a current General Liability and Professional Liability Certificate of Insurance with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate, and naming the Apple Valley Gun Club as an Additional Insured, and including an endorsement showing the trainer/instructor's insurance is Primary Insurance along with an endorsement entitled "Transfer of Rights of Recovery" (Waiver of Subrogation). 10-day Notice of Cancellation for Non-Payment; 30-Day Notice of Cancellation for any other reason must also be indicated on the Certificate. The Board of Directors may require a club RSO to be present at any event or course conducted by an outside trainer. Range fees shall be collected as required on the Range Fee section.

### **Range Fees**

Club sponsored courses are those instructional courses approved by the Board of Directors and conducted for the benefit of the club with all net proceeds going to the club. Range fees are not collected for club sponsored courses. All other instructional courses conducted (for-profit, non-member instructor, etc.) shall charge a range fee payable to the Apple Valley Gun Club in the amount of \$5 per club member participant per day, or \$10 per non-member participant per day. Participants under the age of 18 are not required to pay a range fee. Range fees shall be deposited with an Event Income form, attendance rosters and waivers, in the black box in the clubhouse and are due on the first day of the course.

## **4.4 REMOTE VIDEO RANGE MONITORING**

Remote Range Monitoring is to be used for the protection and safety of the membership and guests.

Access to Remote Range Monitoring is password protected by the Secretary and will be limited to the

President, Vice President, Secretary, CRSO, and Range Chairs (not alternates). Access will be granted and removed by the Secretary yearly at the Board of Directors Organizational Meeting in March where the old password will be retired, and a new password will be generated. Should an unsafe event be seen while remote range monitoring, the viewer may complete an incident report and notify the Vice President or President. See Video Copy Policy below.

### **Video Copy Policy**

If any of the individuals permitted to remote range monitor see an incident, every attempt should be made to reach the individual directly to discuss the incident. If resolution cannot be reached, or there was unsportsmanlike conduct in the conversation, they may fill out an incident report. The incident report must contain the date, time, and range location. The incident report must be filed in one of the red boxes at the club, located in the trap classroom or at the adobe clubhouse. Next, the Vice-President must be notified of the report if placed in the red box, so that it may be retrieved timely. The Vice-President will retrieve the report and associated video of the incident if required. The Vice President will review the video and copy it to a removeable storage device, if not already saved. After the copy is made, the video is to be reviewed at the next Safety Committee meeting only by the meeting Chair, the voting members of the Safety Committee present, and the reporting secretary. Upon review, the Safety Committee will decide by consensus whether to hold a separate, formal hearing. For a report to be considered, it must be signed. As currently configured, there is no audio capability.

## **4.5 RANGE MANAGEMENT**

### **Range Committees Mission and Composition**

Each Range at Apple Valley Gun Club shall have a Chair leading a management committee whose members shall be approved by the Board of Directors. For the Pistol, Trap, Indoor, Big Bore and Archery ranges a Chair shall supervise a committee of members consisting of no fewer than 5 members, and that Chair may nominate an alternate to act in his or her absence. The Chairs and/or alternate of each range committee shall also serve on the Range Safety Committee, however the alternate shall have no vote unless in the absence of the Chair.

Range Chairs and the composition of the range committees shall be as the Board of Directors authorizes. Range Chairs and alternates are appointed by the Board of Directors. Members of the range committees are nominated by the range chairs and approved by the Board of Directors. Range Chair and Committee assignments shall be reviewed and approved each March by the newly formed Board of Directors, and at other times as determined by the President.

Range Committees are the first level of management for each range, provide the on-site supervision of range facilities and property, plan for routine maintenance, coordinate with the Facilities Manager and Building and Grounds Committee for maintenance days, material requirements and contracting and purchasing.

Range Committee Chairs and their alternates acting in their stead shall have direct access to the Board of Directors and the Executive Committee of the Board of Directors in all matters affecting their range. They shall act as the principal advocate for their facility as well as the primary point of contact for any matter or request affecting their range. They shall be consulted concerning competitive, recreational, and educational events on their ranges, and shall develop programs and events to advance the marksmanship skills of members using

their ranges. They shall provide range safety and orientation briefs at Club Orientations for new members and at events where the public or others unfamiliar with our facilities are involved. The Range committees shall remain current on governing body regulations and guidelines and keep the Club Range Regulations current with any changes to those regulations.

## **4.6 RESERVATION AND SCHEDULING OF RANGES AND FACILITIES**

### **Competitive, Recreational, and Educational Events**

All events, whether routine or non-routine, shall submit a request using the event request form for approval and scheduling by the Board of Directors. Standard range fees apply unless otherwise approved by the Board of Directors. Event Income Report form must be submitted regardless of participation to include cancellation.

The Apple Valley Gun Club (AVGC) provides not-for-profit educational courses consistent with its mission. In general terms, "mission" means a strongly felt aim, ambition, or calling. It defines the basic reason for an organization's existence. Not only does it describe the organization's core competencies and goals, but it also identifies the organization's guiding principles and values. The mission of the AVGC, as described in the Bylaws, is to encourage and teach organized shooting among members and the community with a view toward increasing knowledge of the safe handling, use and care of firearms as well as improving marksmanship and developing traits of honesty, good fellowship, self-discipline, team play and self-reliance essential to good sportsmanship. It is also to promote and teach safety and sportsmanship in connection with the use of firearms and archery. This specific mission has created a public image and distinguishes the AVGC from its peers. Non-profits are organized and operated to benefit some greater good. As with any non-profit, there is a balance between margin and mission. They must remain profitable in order to carry out their mission, and therefore the AVGC finds itself in competition for profits with a variety of outside players for these

resources. For-profit entities, whose main goal is profit maximization, create commercial activity that draws attention away from the AVGC's chief goals. As such, it is the policy of the AVGC to not allow for-profit entities to provide education courses of any kind, nature or description which competes directly or indirectly with the courses offered by AVGC, without express written consent and approval by the Board of Directors.

### **Special Event Chairpersons and Committees**

Special Event Chairperson, Vice Chairs and committee members shall be appointed by the Board of Directors at such time that an Event is approved. The Special Event Committee is an execution committee, not the facilitation committee. Special Event Committees shall use the standard checklist for planning and execution contained below under Special Events and Event Planning and Execution.

### **Special Events and Event Planning and Execution**

Virtually all activities conducted on the club premises that are not recurring / posted on the monthly calendars qualify as special events and must adhere to this policy.

A written request stating all the details of the proposed event will be submitted to the board for review and approval using the Event Request Form. (See Appendix)

The written request will contain, as a minimum:

1. The name of the organization that is proposing the event.
2. The proposed date of the event.
3. The start time and the complete time of the event.
4. The estimated number of attendees.
5. The scope and the purpose of the event.
6. The exact ranges / facilities of the AVGC that will be utilized. This will be in the form of a written impact statement included in the request.
7. The name of the key contact person.
8. The names of the person / persons that will be on hand at the event and be orchestrating / directing the event.
9. A complete and thorough list of club support that is being requested. This is to be very detailed to even include the time that a lock is to be opened and closed or access to a building be provided. This also would include any consumables such as targets etc.
10. A copy of the required insurance policies of liability naming the Apple Valley Gun Club as an additional insured. Proof of insurance must be received by Apple Valley Gun Club no later than 7 days prior to the event. The Liability Certificate of Insurance will have minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.

A responsible person that is authorized to answer questions and make decisions regarding the details of the proposed event must appear before the board. The written proposal will be provided to the board a minimum of 7 days before a Board Meeting. The AVGC Board of Directors shall make their decision based upon the benefit to the membership. The gain to the community and to the club will be weighed in the decision-making process. The Board of Directors shall establish the fees that will be charged if appropriate.

If the Board feels they need to have more time, and in fact delays their decision as stated above, they should provide a timely decision, so that any necessary planning can proceed.

After a decision is made, the Board of Directors will take the appropriate action to ensure adequate support is provided as needed by the AVGC. If support is required, those personnel that will be involved will be notified as soon as is practicable.

There will be at a minimum of one planning meeting conducted so that support personnel will have a clear understanding of their responsibilities.

The Board of Directors should task the Requesting Party to provide a Critique of the success of the event. This critique should be in writing and include what the AVGC needs to do to help improve any event in the future.

Standard range fees apply unless otherwise approved by the Board of Directors. Event Income Report form must be submitted regardless of participation to include cancellation.

## **4.7 EVENT CHAIRPERSONS AND COMMITTEES**

### **Event Committee**

The Event Committee (EC) is the point of contact for all special events to be conducted at Apple Valley Gun Club or for the members of Apple Valley Gun Club (AVGC) at off-site locations. The committee consists of a chairperson and two subcommittees: Women’s Programs and Special Events. These subcommittees must consist of no fewer than five appointed members to include a Chair and Vice Chair. The EC is not the execution committee for events but is the facilitation committee with the expertise to assist each special event committee in planning and executing their special event.

The responsibilities of the EC include:

- Review all internal and external events requests
- Make recommendations to the Board of Directors for approval or denial.
- Work with outside organizations to assure that AVGC policies, procedures and rules are complied with during execution.
- Update the AVGC Calendar of Events
- Assist the Board of Directors in overseeing events during execution.
- Review after-action evaluations for lessons learned and providing recommendations for future events at AVGC.
- Maintain a file of applications, liability insurance face (policy coverage) sheets, actions taken on the application, evaluations of executed events, and checklists used in the planning and execution of the events.
- Additional duties as assigned by the Board of Directors.

## **4.8 RANGE SAFETY REGULATIONS**

Published separately as Apple Valley Gun Club Range Safety Regulations.

# **FINANCE**

## **5.1 INTERNAL CONTROLS FOR FINANCE, ACCOUNTING AND CONDUCT**

### **Policy Statement on Conflict of Interest**

No member of the Board of Directors, or any of its Committees, shall derive any personal profit or gain, directly or indirectly, by reason of his or her participation with the APPLE VALLEY GUN CLUB, a Nonprofit organization adhering to Section 501(c)(7) of the Internal Revenue Code.

Members may be compensated for goods or services benefiting the Apple Valley Gun Club providing the Board

of Directors has determined the competitive value to be in the best interest of our membership and provided specific approval in Board actions

Each individual shall disclose to the organization any personal interest which he or she may have in any matter pending before the organization and shall refrain from participation in any decision on such matter.

Any member of the Board, any Committee, board member, a committee member, or staff member of a client organization or vendor of the APPLE VALLEY GUN CLUB shall identify his or her affiliation with such agency or agencies; further, in connection with any committee or board action specifically directed to that agency, s/he shall not participate in the decision affecting that agency and the decision must be made and/or ratified by the full board.

Any member of the Board, any Committee, and certain Consultants or Contractors shall refrain from obtaining any list of clients for personal or private solicitation purposes at any time during the term of their affiliation.

## **5.2 PROCUREMENT AND CONTRACTING**

Any discretionary non-recurring expenditure exceeding \$1,000.00 shall be approved by the membership at a general membership meeting and the specific item shall be listed on the agenda for that meeting. The Range Chairs and Facilities Manager are budgeted \$200.00 monthly for routine expenditures excluding facilities tasks. The Training Coordinator is budgeted \$300 monthly for training materials and supplies. Range and Committees Chairs, Event Directors, and Board of Directors must submit next year's budget requests to the Finance Committee no later than end of third quarter.

Discretionary, non-recurring expenditure exceeding \$1,000.00 must be submitted to the Finance Committee for review a minimum of 24 hours prior to being placed on the agenda for a Membership Meeting. The Finance Committee's review will include, but not be limited to, a determination if the Facility Manager or Range Chair (as appropriate to the request) has approved the expenditure, if three bids (if required) have been obtained, if supporting documentation is attached and available for review, and if monies are available for the request from the appropriate fund. Based on the results of their review, the Finance Committee will forward the expenditure request to the Board for approval. The request must be approved by the general membership present only if a quorum for that meeting is present and accounted for. Actions may not be divided in order to split up procurements or contracts to fit the less than \$1,000.00 cap on Board approval. Like procurements must be presented as a consolidated whole if they can be reasonably considered to be one purchase or procurement.

The Board of Directors or Membership may require more than one bid or estimate prior to considering any procurement or contract for approval.

The only exempt payments or disbursements that can be made without following the procedures noted above are: taxes; fines; levies; assessments; payments on insurance policies previously approved; payments on installment plans or progress payments previously approved; and any occurrence where the Apple Valley Gun

Club is legally bound by contract or by law to make payment.

### **5.3 CASH FLOW AND DEPOSITS**

The Treasurer and a minimum of two other members of the Finance Committee shall meet at the Clubhouse at minimum of once a month to process funds acquired from all sources.

Necessary deposit slips and supporting documents will be completed and filed in the Paid Bills and Deposits folder for the current month. Deposits at the banks will be made as soon as possible thereafter.

Files will be maintained containing the following, but not limited to:

- Bank Deposit forms attached to a Deposit Reconciliation Form
- Paid Bills with check copies attached to the invoice.
- Banks Statements: Checking, Money Market (Capital Account) and Scholarship Fund.

Financial data stored in a computer by the Treasurer and Finance Committee will be backed up by an off-site entity for retrieval in case of computer failure or natural disaster.

### **5.4 FUNDS FOR SUPPLIES**

The Facilities Manager is authorized to spend up to \$300.00 for each facilities project that is undertaken. Projects with an estimate of over \$300.00 must be vetted through the Finance Committee and approved by the Board of Directors.

Fuel used in personal vehicles for trips must be beyond a 50-mile radius from the club. Reimbursable trips must be approved by a Director prior taking the trip and GSA Per Diem Rates will be used for reimbursement.

### **5.5 EVENT INCOME**

Generally, no participants will receive a free game, round, match etc. Exceptions will be Apple Valley Gun Club Junior Programs participation and issued member recognition cards. Fees are enforced for all shooters as stated below. Apple Valley Gun Club hosts events that are open to the general public and as such should generate appropriate income to offset the expense of the match. The minimum identified charge for such events shall be established by the Board of Directors from time to time as they see fit.

Additional amounts may be charged for prize money or awards as determined by the Match Director. Funds generated by an event shall be placed in an envelope with documentation and deposited into the drop box in the AVGC Range House. The deposit shall be done as soon as it is practical to do so upon completion of the event, but no later than the 3<sup>rd</sup> day of the next month. The documentation submitted will include:

- Number of members participating
- Number of non-members participating
- Total amount collected
- Event Sign-In Sheet which includes the waiver of liability even if the event is canceled.

- Chart of Accounts income name.

## **Match and Trap Cards**

Apple Valley Gun Club's (AVGC's) purpose of offering prepaid MATCH and TRAP CARDS is to provide members and guests a convenient method of paying their shooting fees.

AVGC's MATCH CARD can ONLY be used with any match found on the website page, <https://applevalleygunclub.com/shooting-matches/>. This list currently is:

- CMP GSM Rifle Match
- Mojave Steel
- Personal Defense and Carry
- Practical Pistol
- PRS Rifle
- PRS Rimfire
- Steel Plate Rack Practice
- Three Gun
- Two Gun Centerfire Pistol/Pistol Caliber Carbine (PCC)
- Two Gun Rimfire

The MATCH CARD cannot be used for payment of any AVGC course and program (including SWAG) attendance.

TRAP CARDS are specifically for rounds of trap. Trap cards cannot be used for any other AVGC matches or program.

### **CARD PURCHASE**

- Match cards will be available for CASH purchase during matches (at the discretion of the Match Director) at the Pistol Shack.
- Either before the match begins or after the match is over. At the discretion of the MATCH DIRECTOR.
- Trap cards will be available for purchase at Open Trap events.

### **LOST or STOLEN CARDS**

AVGC will NOT replace LOST or STOLEN cards.

### **CARD REFUNDS**

AVGC will not issue any refunds for cards previously purchased.

This includes, but not limited to, the following situations:

1. Shooters that are no longer participating in matches OR open trap at AVGC.
2. Non-renewing members
3. Guests that become members (lower shooting fee)

### **CARD STORAGE**

- Match cards should be bundled in 20s (no more than two bundles) in the card tackle box that is stored in the pistol shack safe.



- Trap cards should be bundled in 20s (no more than 5 bundles) card tackle box that is stored in the secure cabinet in the trap shack.
- This will reduce the degree of loss in case of a misplacement.
- The bulk card inventory should be stored in the Secretary's Office.
- When cards are received from printer, the corresponding log file will be printed and kept with those cards.
- Cards will be given from the bulk storage inventory to the Match and Merchandise inboxes in the Adobe.
- Match cards will be issued in quantities of 20 with the corresponding log sheet.
- Trap cards may be issued in quantities of 100 with the corresponding log sheets.

## **CARD SALES PROCEDURE AT THE RANGE**

### **At Trap and Match events**

1. Match cards will be stored inside the "left" pistol shack safe there will be a "LOCKED" small tackle box labeled MATCH CARDS.
  - a. Inside will be NEW cards, Card Log sheets, and blank Card Receivables receipts.
  - b. The cards will be bound in sequential order, please keep them in order.
2. Trap cards will be stored in a secure cabinet in the trap shack.
3. Take out the card log and the next available NEW card.
4. On the log sheet complete all the requested information for that card's serial number.
5. Card sales will be noted on the Match or Trap Sign In sheet for that event for that shooter.
6. When the event is over, complete the totals and grand total sections on the sign in sheet.
7. All cash collected (shooting fee and card sales) gets put in one envelope and deposited in the black box.
8. If NEW blank card quantity is less than TEN in the card box, contact the secretary's office, and inform that a new bundle of 20 cards (MATCH) or 100 cards (TRAP) is needed in the card box. The cards and corresponding log sheet will be provided to the requestor.
9. Once a CARD LOG SHEET is completely filled it is to be placed in the match inbox in the adobe building.

### **USING THE MATCH CARD**

1. Printed on the card are 10 targets or clays, punch a hole in an unpunched target or clay.
  - a. A hole punch will be available on the pistol, rifle, and trap shack bench and a second one in the card box.
  - b. If this is the last punch for a card, the director keeps the card and puts it in the envelope with the event cash collected.**
2. On the sign in sheet complete the information for the shooter indicating the card number used(match) or the number of rounds the card was used for trap.

## **5.6 INSURANCE AND RISK MANAGEMENT**

The club shall maintain a general liability and casualty insurance policy provided by the National Rifle Association at the recommended levels and types of coverage as provided by the NRA. Insurance policies are reviewed and renewed annually. The Club shall also maintain a general property/casualty policy as recommended by local brokers and that policy shall be put to competitive bid prior to renewal. The Treasurer

and Facilities Manager shall act as the primary agents in procuring bids and presenting options to the board. The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation (including a director, officer, employee or other agent of the corporation) against any liability other than for violating provisions of law relating to self- dealing (Section 5233 of the California Corporations Code), asserted against or incurred by the agent in such capacity or arising out of the power to indemnify the agent against such liability under the provisions of Section 7237 of the California Corporations Code for Mutual Benefits Corporations..

## **5.7 SCHOLARSHIP FUND ADMINISTRATION**

The Apple Valley Gun Club maintains a scholarship/grant fund in order to fund academic scholarships to college-bound members and associate members under the age of 24 who have demonstrated personal characteristics and habits consistent with the statements contained in our Bylaws, Article II, Section 1, Paragraphs (b) (1) and (2). The applicant must also complete and submit the Apple Valley Gun Club Scholarship Application (See Appendix). Applications will be accepted between December 1<sup>st</sup> and March 1<sup>st</sup> for review. This scholarship/grant fund shall be funded by the 50/50 drawing held at monthly membership meetings and the proceeds from the NRA Recruiting activity of the Club. Periodic contributions to the scholarship fund may be made from the general club revenues as directed by a majority action of the Board of Directors or by the membership following the procedures set forth in this manual.

A scholarship committee chairperson shall be named/appointed at the Apple Valley Gun Club Board of Directors formation meeting and will be the contact person for the applicants. The chairperson shall form a scholarship application review committee to review all applications. The committee will suggest candidates of the AVGC scholarship/grants to the Board of Directors for ultimate selection of successful candidates.

Distributions from the scholarship/grant fund shall only be made by a majority vote of the Board of Directors or membership approving an applicant's submission of the Apple Valley Gun Club Scholarship form and essay as reviewed and recommended by the Scholarship Committee. Funds shall be distributed to the successful candidates upon submission of proof of enrollment in a four-year college, university, community college, or trade school. Scholarship awards will be presented to the successful candidates during regular General Membership meetings between the months of June to September. If the student is away at school and unable to attend an Apple Valley Gun Club General Membership meeting, other arrangements, such as mail, can be made. Directors or members are not to vote for a scholarship or grant if it poses a conflict of interest. Scholarships and grants shall have a maximum limit of \$3,000 per recipient for scholarships and four allocations for grants. All scholarships and grants approved shall be noted in the meeting minutes when approved, regardless of amount, and shall be announced in the quarterly newsletter and website noting the amount, purpose and recipient. At no time, and under no circumstances, shall Apple Valley Gun Club general funds and scholarship/grant funds be co-mingled, and funds transferred must be approved following the procedures set forth in this document. Funds maintained in the Apple Valley Gun Club Scholarship/grant Fund shall be maintained in a savings account at a FDIC insured financial institution and shall be held separate from general, reserve and operating funds.

## **5.8 GRANT PROGRAM**

Competitive Cost Subsidy Grants are available to Associate Members under the age of 19 in order to defer the

costs associated with competitive shooting and the travel and lodging costs associated with such events. The grant allocation will be funded from the scholarship/grant funds. The grant allocations shall follow the same procedures as the scholarship procedures in all matters as stated in the scholarship section.

## **5.9 CAPITAL IMPROVEMENT ACCOUNT**

Capital Improvement Account - 2023 Initial Funding \$70,000.

This account should contain available cash resources specifically reserved for Capital Improvements. Capital Improvements includes the acquisition or improvements of physical assets for use in furthering our long-term business goals and objectives. (Examples of capital investments are land, site improvements, buildings, machinery, equipment, or software.)

The Capital Improvement account will be funded by New Member Initiation Fees and supplemented from other accounts as directed by the Board of Directors.

The Capital Improvement Account is maintained in a FDIC insured financial institution. Funds shall be dispersed in accordance with membership approvals.

## **5.10 RESERVE FUND**

Reserve Account & Investment Profile – 2023 Initial Funding \$150,000.

Cash Reserves of just over 6 months of expenses to be held for cash management and unexpected circumstances. This money is recommended for certificates of deposit with maturities not more than 12 months. The BOD shall designate the Treasurer and one of the authorized checking account signers (acting together) to transact on behalf of the Apple Valley Gun Club. Interest gains will be retained and reinvested in this account.

The AVGC Reserve Fund is maintained in a certificate of deposit or other such account as determined by the board of directors at a FDIC insured financial institution.

## **5.11 GENERAL BUSINESS OPERATING ACCOUNT (BUSINESS CHECKING)**

2023 Initial Funding \$120,000.00

This account is our primary business checking account and is subject to significant variations throughout the course of the year. A large amount of our revenue is derived from Annual Membership Renewals and Work Buyouts received in January of each year. This account should target an average balance of \$15k/month for the remaining months of the year but not less than \$60k. At any time if the remaining balance drops below the target minimum, the Board of Directors shall be notified for consultation.

# **FACILITIES**

## **6.1 FACILITIES MAINTENANCE PLAN**

### **Routine Maintenance**

These procedures govern the Maintenance procedures for the Apple Valley Gun Club. There are varying levels of maintenance projects that are defined below, and the corresponding requirements are defined in this document. Housekeeping which is done by volunteer labor with no expenditure of club funds requires no approval.

### **Repairs**

This is such things as repair/replacement of light fixtures, faucet repair kits, toilet valves, broken windows, minor painting, water leaks, etc. which will have a cost of less than \$200.00 that must have the approval of the Range Chairman of that range or of the Facilities Manager if it is a “common area” of the club. The Range Chairman/Facilities Manager has the sole authority for this approval and does not involve/require Board approval.

Any major repair/expenditure that exceeds \$300.00 but is less than \$1,000.00 must have the approval of the Board of Directors. This must be presented with the knowledge and approval of the Range Chairman or Facilities Manager whichever is appropriate and is determined by the area of the facility that is affected.

Any major repair/expenditure, excluding emergency expenditures, that exceeds \$1,000.00 must have the approval of the Club membership.

Routinely, if expenditure exceeds \$1,000.00 it will require bids from three qualified contractors. If, in the opinion of the Board of Directors a single quote is attractive and meets all other criteria then the Board can forgo the additional quotes. This option will by no means be considered standard policy. Approvals must conform to the \$1,000.00 threshold limits as set forth in the Bylaws of the Apple Valley Gun Club.

Extraordinary efforts will be made by the Board of Directors to ensure that all transactions are in compliance with California Corporations Code, particularly Section 5233 as pertaining to “self-dealing”.

Contractors that perform work on the Apple Valley Gun Club premises must be licensed and insured to perform the work for which they are being contracted. This will be verified, and all necessary forms collected, and contracts let by and through the Facility Manager/Building and Grounds Committee.

No Club member is authorized to perform any work that changes the appearance of any structure or the operation of any equipment without the express approval of the Range Chairman, the Facilities Manager or the Board of Directors.

## **6.2 APPLE VALLEY GUN CLUB MEMBERSHIP ACCESS**

Purpose: To establish a standardized procedure for allowing the membership access to their facilities while protecting assets from loss.

All buildings/rooms/structures containing items that are subject to pilferage/theft will have a locking device to preclude such activity.

1. The Range Chairman has direct responsibility for all such items on their respective range.
2. The Facilities Manager will have the responsibility for following these procedures for all items considered to be in "common areas".
3. The Range Chairman/Facilities Manager will be responsible to record names of members that have been issued keys to the security devices. Those keys will contain a serial number that is traceable back to the person to whom it was issued.
4. Keys will not be loaned to anyone by the responsible key holder.
5. Keys will not be reproduced or copied.
6. Lost / replacement keys will be issued at a cost of \$5.00 per key to the member.
7. Locks will not be changed without first notifying the members that have been issued keys. This will preclude the members from being locked out of the facilities that they own.
8. Prior to any lock being changed, the Range Chairman will present a plan of notification as well as justification to the Board of Directors and request a vote. No lock change will be made without a consensus approval of the Board of Directors.
9. If anyone observes a security breach, they will make a report to the Board of Directors within 4 hours.
10. If a security breach is observed, the Range Chairman / Facilities Manager will take whatever steps are necessary to compile a list of what has been taken as accurately as they possibly can. This will be called an "After Action Report" and will be made available to the Board of Directors. Action will also be taken to secure the building, room, or structure that has been compromised. The report will include date and time of discovery.

## **6.3 MEMBERS PERSONAL ASSETS/PROPERTY**

No member is authorized to store personal assets on Apple Valley Gun Club property without written permission from the Board of Directors. The Apple Valley Gun Club will assume no responsibility for theft or damage of unauthorized personal assets stored at the Club. There is a lost and found in the Adobe Clubhouse. Items will be kept for at least 30 days before being discarded. Items with significant value will be locked in the secretary's office and must be described with specificity to reclaim.

## **6.4 INVENTORY**

An inventory of all firearms owned by Apple Valley Gun Club is maintained. All records are kept in accordance with applicable Federal and State law.

All locks and combinations for firearm storage will be changed at a minimum of each year. Only those needing access will be issued combinations. If a Club firearm needs to be taken off the property for service or repair, it will be transported by one of the Club's FFLs. If firearm(s) need to be shipped for service or repair, this will be completed by one of the Club's FFLs. If any of the programs are participating in a match/event off-site, the

Director of that program will coordinate with one of the Club's FFLs to sign the firearm(s) out and back in. No firearm(s) will be taken off the property at any time unless authorized by one of the Club's FFLs.

## **6.5 EMERGENCY PLAN**

Published separately, posted in the clubhouse and at each range.

# **SAFETY AND CONDUCT**

## **7.1 CONDUCT OBJECTIVES OF ELECTED AND APPOINTED OFFICERS AND REPRESENTATIVES OF THE CLUB**

### **Vision and Leadership**

The ability to see the big picture, and to help create and, if necessary, re-set strategy and policy to help the organization achieve its mission. Positive, informed leadership is a requirement for successful service on the Board and Committees and is an objective of all members of the Apple Valley Gun Club.

### **Advocacy, Stewardship and Integrity**

The ability to serve and promote the interests and goals of the organization without forgetting the interests of the public and the organization's intended beneficiaries.

### **Knowledge**

The willingness to become thoroughly familiar with the mission and how the organization actually carries out the mission day-to-day through its organizational structure and operations.

### **Personal Commitment and Diligence**

The willingness to take the necessary time and make the necessary effort to fulfill membership and leadership responsibilities, including understanding strategic, financial and operational issues facing the organization, asking questions and following up as needed, engaging personally with the organization, whether through financial support, advocacy, networking, personal service, or other personal support activities, and staying current on sound governance principles and working to apply them to the organization.

### **Sportsmanship and Collegiality**

The ability to work well with others and to show respect for the ideas and views of fellow board, committee and Club members and staff; the understanding that this Club is a Corporation, all members are equal stockholders, and we operate as a team. Sportsmanship is defined in Section 7.2.

## 7.2 SPORTSMANSHIP & ETHICAL CONDUCT

### Sportsmanship

Sports-man-ship\ n \: conduct becoming to a sportsman (as fairness, courteous relations, and graceful acceptance of results). Further; Sportsmanship is a set of behaviors to be exhibited by athletes, coaches, game officials, administrators and fans in athletics competition. These behaviors are based on values, especially respect and integrity.

### Ethical Conduct

Eth-i-cal\ adj.\: 1: of or relating to ethics. 2: conforming to accepted esp. professional standards of conduct. Ethical conduct is a set of guiding principles with which each person follows the letter and spirit of the rules. Such conduct reflects a higher standard than law because it includes, among other principles, fundamental values that define sportsmanship.

Apple Valley Gun Club is committed to providing a safe environment for all its members free from sexual harassment. Sexual Harassment Prevention Training must be completed every 2 years for AVGC leadership positions. See Matrix in Appendix for personnel requirements. AVGC will operate a zero-tolerance policy for any form of sexual harassment, treat all incidents seriously, and promptly investigate all allegations of sexual harassment. Any person found to have sexually harassed another will face disciplinary action, up to and including dismissal from the Club. All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. No one will be victimized for making such a complaint. Additionally, reference Apple Valley Gun Club's full EEO Policy in the Appendix.

Sportsmanship and ethics as pertain specifically to the AVGC is further defined below. This is certainly not intended to be a complete list, only some of the important items that are intended to establish a behavior:

### Members Responsibility

All members shall:

- Always be considerate of others.
- Always be courteous to others.
- When observing others having difficulty, offer help.
- Treat others like you would like to be treated.
- Always respect others' ideas / opinions.
- Do not make a public display of your disappointing performances.
- Do not make excuses for your losses.
- Always congratulate the winners – do so promptly and with genuine sincerity.
- Be a “good winner” as well as a “good loser”.
- Always follow the rules of the sport.
- Always respect the judgment of officials.
- Avoid bragging about your accomplishments.
- Do not humiliate opponents.

- Share your knowledge with others but present the information in such a manner that it will not be perceived as a “put down” to the recipient.
- Test your behavior, by asking if you would expect / accept the same behavior from your child—if not, then it is likely inappropriate behavior of you as well.
- Show genuine appreciation to those that have offered to or in fact have helped you.
- When scheduled for an event, always show up on time so as not to cause inconvenience/delays for others.
- When leaving an event, do not leave early thereby avoiding cleanup.
- Do nothing that would cause any distraction when others are shooting / competing, to include talking to others.
- Be willing to clean and organize the area after you have participated.
- Share your sport with others and be proud of your accomplishment when you have successfully brought someone new to the shooting fraternity.

Sportsmanship typically is regarded as a component of morality in sport, composed of three related and perhaps overlapping concepts: fair play, sportsmanship and character. Fair play refers to all participants having an equitable chance to pursue victory and acting toward others in an honest, straightforward, firm, and dignified manner even when others do not play fairly. It includes respect for others including team members, opponents and officials. Character refers to dispositions, values and habits that determine the way that person normally responds to desires, fears, challenges, opportunities, failures and successes and is typically seen in polite behaviors towards others such as helping an opponent up or shaking hands after a match. An individual is believed to have a “good character” when those dispositions and habits reflect core ethical values.

### **7.3 SPORTSMANSHIP AND CONDUCT POLICY IMPLEMENTATION**

#### **Signing-In for Event**

Signing in prior to any activity on the range is required per the Range Safety Regulations and is necessary to comply with insurance requirements. Signing in prior to any activity is of such importance to the Club that any member or guest identified as not having signed in (including waiver form in the case of a guest) prior to participating in any activity, will be required to leave the range for the rest of the day. If the violator is not compliant, a board member shall be called for immediate action and, an incident report shall be completed by the witnessing member and sent to the Board for formal action.

AVGC is committed to making every reasonable effort to accommodate access for adaptive shooters. Members in wheelchairs or with extreme difficulty entering or exiting their vehicles may fulfill their signing in requirement by notifying the club secretary of their destination range(s) prior to their arrival via phone call, text or email.

#### **Procedures for Observed Rules Violations**

It is important that all members recognize that everyone has a responsibility to enforce AVGC Safety rules as well as Policies and Procedures. The following information is to provide a guideline for members that observe a rule violation or safety hazard and a suggested way to resolve such violations. If you observe an action that



you consider a rule violation, you should approach the individual, introduce yourself, show your own AVGC membership card and question if the other party/parties are a club member. Then ask if the person that you are addressing would mind showing you their membership card.

At this point you can verify that their membership is current, and you now have a name in the event that the other party is non-responsive, and the matter requires further action.

1. Next, point out that you observed what the AVGC considers a violation of Rules or Policies/Procedures. Then inform the individual of the correct way for them to conduct themselves/their actions in order to be compliant with the Club Policy/Procedure that they violated.
2. If the violation was what you consider minor in nature and you do not believe any further action is necessary, inform the individual/individuals that you really appreciate their response, their cooperation and their attitude.
3. If you feel that the violation is significant and warrants further action or if the person/persons that you are addressing have not responded well then inform that you are required to provide a written report to the Vice President for Safety Committee using the Incident and Close Call Report Form.
4. This must all be done in a calm and non-threatening manner so that you are not responsible for any escalation that might result from your confronting the problem.

## **7.4 PROCEDURES FOR INQUIRIES AND MEMBER DISCIPLINE**

### **Incident and Close Call Reports**

The Incident and Close Call Report Form (See Appendix) is to be used by any member when observed violation(s) cannot be resolved on the spot. As soon as possible after the Incident or Close Call occurs, the report shall be completed by a single author and contain all infraction(s), along with a telephonic or email notification to one or all of the following individuals: Club President, Club Vice President, and/or AVGC's CRSO. Each range is equipped with copies of the Incident and Close Call Report Form. The completed form shall be deposited in one of the drop boxes located in the Adobe Clubhouse and in the Trap Club House, or emailed directly to the Vice President.

Both incidents and close calls are to be reported. An incident is any accident where injury or property damage has occurred. A close call is any unsafe situation or hazard that has a potential for injury or property damage to have occurred, but no actual injury or property damage has occurred.

Following review of the submitted report to the Vice President, it will be taken to the Safety Committee for review. The Safety Committee will determine if any further action is necessary, including if the report necessitates a phone call, or if a safety hearing is necessary. If a hearing is deemed necessary, the Vice President will notify all parties involved and set an appropriate time for the safety hearing. The Vice President shall advise the accused of their rights to provide evidence or witnesses in rebuttal. If a single incident report lists more than one offender, each member will be afforded an individual hearing. The Vice President will offer to provide the report and set a time to view the video with the accused prior to the hearing.

## **Conduct of Hearings**

The Safety Committee, under the Board of Directors, will take responsibility for reviewing each case individually and decide on what action should be taken. Present at the hearing shall only be the Chair of the Safety Committee, the voting members of the Safety Committee present, the recording secretary, the author of the report, and the accused member. Witnesses may be called into the room as needed. Persons accused shall have the right to examine evidence, witnesses presented, and shall have the right to hear all findings, and present a rebuttal. Subsequently, the hearing will be closed, the accused and the author excused, and deliberations shall commence with only the voting members of the Safety Committee present, the Chair of the Safety Committee, and the recording secretary. Once a decision has been reached, the accused member and author of the report will be invited back into the hearing and informed of the Safety Committee decision. If the accused member or the author of the report do not agree with the Safety Committee's recommendation, then either can appeal to the Board. The Board, in closed session, can:

1. Choose to hear the appeal and uphold the Safety Committee decision;
2. Choose to hear the appeal and;
  - a. Take no action and the decision stands
  - b. Change the decision
3. The decision of the Board is final and not subject to appeal

In matters involving proprietary or pending legal matters, the meetings may be restricted to the Executive Board of Directors or Board of Directors.

## **Actions by the Safety Committee and Board of Directors**

The Safety Committee, under the Board of Directors, may impose suspensions of privileges, letters of caution, and letters of censure and may suspend or revoke memberships for violations of the AVGC Policy on Sportsmanship and Conduct Policy. The Safety Committee shall adhere to a THREE STRIKES POLICY as follows:

1. First Incident Report: Strike 1-Letter of Caution;
2. Second Incident Report: Strike 2-May result in suspension of privileges;
3. Third Incident Report: Strike 3-Will result in termination of membership.

Issuance of more than one strike per Incident Report requires Board approval. In extraordinary circumstances, the Board of Directors reserves the exclusive right to impose additional strikes up to and including expulsion.

Each strike shall expire in 2 years. Accumulation of 3 unexpired strikes will result in expulsion. Any expired strike will be dropped from the record but remain in the file of the offending member. At all times, California Corporations Code for Mutual Benefits Corporations shall dictate the conduct of proceedings and shall guide the board in all actions. Members shall have the right to present their case, witnesses and evidence, and shall have the right to confront accusers, evidence and present a defense.

## **Sanctions Imposed for Member Misconduct**

California Corporations Code for Mutual Benefits Corporations governs the sanctions that any corporation may impose on a member, specifically, Sections 7341.

As such, the Apple Valley Gun Club, as a Mutual Benefit Corporation chartered in the State of California, shall abide by the current section as referenced above. Sanctions imposed for member misconduct focus on suspension, restriction, and termination of membership in the Apple Valley Gun Club.

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## **APPLE VALLEY GUN CLUB**

### **CONFLICT OF INTEREST & CONFIDENTIALITY DECLARATION**

#### **POLICY STATEMENT ON CONFLICT OF INTEREST**

- 1. No member of the Board of Directors, or any of its Committees, shall derive any personal profit or gain, directly or indirectly, by reason of his or her participation with the APPLE VALLEY GUN CLUB, a Nonprofit Organization adhering to Section 501(c)(7) of the Internal Revenue Code.**
- 2. Each individual shall disclose to the organization any personal interest which he or she may have in any matter pending before the organization and shall refrain from participation in any decision such matter.**
- 3. Any member of the board, any committee, or staff who is an officer, board member, a committee member, or a staff member of a client organization or vendor of the APPLE VALLEY GUN CLUB shall identify his or her affiliation with such agency or agencies; further, in connection with any committee or board action specifically directed that agency, she/he shall not participate in the decision affecting that agency and the decision must be made and/or ratified by the full board.**
- 4. Any member of the Board, any committee, staff, and certain Consultants or Contractors shall refrain from obtaining any list of clients for personal or private solicitation purposes at any time during the term of their affiliation.**
- 5. At this time, I am a board member, committee member, or an employee of the following organizations:**
- 6. Now this is to certify that I, except as described below, am not now nor at any time during the past year have been:**
  - . A participant, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other party doing business with the APPLE VALLEY GUN CLUB which has resulted or could result in personal benefit to me.**
  - A. A recipient directly or indirectly, of any salary payments or loans or gifts of any kind or any free services or discounts or other fees from or on behalf of any person or organization engaged in any transaction with the APPLE VALLEY GUN CLUB.**
- 0. Any exceptions to 1 or 2 above are to be stated on the next page with a full description of the transactions and of the interest, whether direct or indirect, which I have (or have had during the past year) in the persons or organizations having transactions with the APPLE VALLEY GUN CLUB.**

**Exceptions:**

**POLICY STATEMENT ON CONFIDENTIALITY**

**Nonprofit organizations deal with confidential information on a regular basis. It is critical that the Board Members and volunteer staff understand the importance of the confidentiality of information that have access to while working on the programs.**

**In general, all communications with the APPLE VALLEY GUN CLUB from any outside agency or individual seeking business or information about any transactions shall be made directly through the Apple Valley Gun Club, Inc. corporate office. The official representative in such matters is the corporate secretary. No contact shall be made with individual board members, committee members, or other volunteer staff working in an official capacity with access to controlled information. Individuals may be named and authorized to represent the Apple Valley Gun Club in official matters by their specific duties as delineated in the Bylaws and Policies and Procedures of the Apple Valley Gun Club or actions of the Board of Directors or Executive Committee as recorded in the official minutes of meetings.**

**Information of particular concern and considered confidential is as follows:**

- 1. Financial records, transactions and contracts**
- 2. Membership lists or documents containing member contact information and other privileged personal information.**
- 3. Internal communications between board members, committee chairs and committee members concerning internal policy discussions of the corporation.**
- 4. Any information, electronic, printed or verbal, concerning ongoing matters before the Executive Committee relating to internal personnel matters, financial decisions or proprietary subjects.**

**Printed Name** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

# APPLE VALLEY GUN CLUB MEMBERSHIP APPLICATION

## MEMBERSHIP APPLICATION INSTRUCTIONS

### MISSION

#### General Purposes:

This corporation is formed for the following social, educational and recreational purposes, which shall not allow for the distribution of gains, profits, or dividends to the members.

#### Specific Purposes:

1. To encourage and teach organized shooting among members and the community with a view towards increasing knowledge of the safe handling, use and care of firearms as well as improving marksmanship and developing traits of honesty, good fellowship, self-discipline, team play and self-reliance essential to good sportsmanship.
2. To promote and teach safety and sportsmanship in connection with the use of firearms and archery items.

### APPLICATION INSTRUCTIONS

1. Application must be submitted to the Board of Directors at the membership meeting conducted on the SECOND WEDNESDAY of each month. Please be at the meeting place at 6:30 p.m. See the club calendar for specific dates and locations.
2. Please complete all section of page 1. You must sign the application.
3. Applicants must appear at the Membership Meeting in person in order to be granted membership. Approved membership applications will grant you a probationary membership. During that period, you will complete the necessary requirements for full membership status. Your initiation fee will be a one-time payment of \$225.00. Your dues for the year in which you apply for membership will be prorated based upon the months remaining in the current calendar year. The pro-ration rate will be \$10.00 per month for members under the age of 65, and \$4.00 per month for seniors 65 and over.
4. All members of the Apple Valley Gun Club must be current members of the National Rifle Association. You must present your membership card or other proof of current membership prior to being considered for membership.
5. If you join in October, November, or December you will pay the proration plus the applicable membership dues for the following year.

# APPLE VALLEY GUN CLUB MEMBERSHIP APPLICATION

Date: \_\_\_\_\_

PERSONAL INFORMATION: PLEASE PRINT CLEARLY

Full Name: \_\_\_\_\_ Nickname: \_\_\_\_\_

Memberships: Regular (\$160) \_\_\_\_\_ Senior (age 65+) (\$60) \_\_\_\_\_ Associate (\$0) \_\_\_\_\_

If Associate, who is the primary member? \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_ Home Phone #: \_\_\_\_\_ Occupation: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age you are turning this year: \_\_\_\_\_ Have you previously been a member of AVGC?  
 Yes  No If Yes, when? \_\_\_\_\_

Hobbies and Interests: \_\_\_\_\_ Email Address: \_\_\_\_\_

## NRA INFORMATION:

Type:  Annual 1, 3, or 5 Yrs.  Life

NRA Membership Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ (Expiration Date N/A if Life Member)

## QUALIFICATIONS:

Have you ever been convicted of any crime or otherwise been barred by a legal authority from possessing firearms? Yes  No

Have you ever had a membership terminated by any gun club in the United States? Yes  No

Do you have any physical or mental disability that would interfere with your ability to safely handle firearms? Yes  No

PLEASE READ THE FOLLOWING AND SIGN AND DATE BELOW.

Membership with Apple Valley Gun Club (AVGC) will be available to persons who are legally able to possess a firearm. AVGC Members must be in compliance with all federal, state, and local laws concerning ownership and handling of firearms. Membership will be granted and may be revoked at the discretion of AVGC.

I certify as follows: (1) that I am not and have never been the subject of a criminal or any other proceeding that prevents me from legally owning, handling, or possessing firearms under California or Federal law; (2) that I can lawfully own, handle and possess a firearm; and (3) that all information provided in this Application is true and correct to the best of my knowledge. I agree to comply with the Bylaws, Policies & Procedures and the Range Safety Regulations of the Apple Valley Gun Club as well as the Membership Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement as made a part of this application.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*This Application for Membership cannot be accepted or processed without the Membership Waiver & Release of Liability Form on the reverse side signed and dated! Thank you.*

24-01-29 DLM

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**APPLE VALLEY GUN CLUB MEMBERSHIP WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, PHOTO RELEASE, AND INDEMNITY AGREEMENT**

In consideration for allowing me access to the Apple Valley Gun Club, (hereinafter called the "Club"), Range located at 16699 Stoddard Wells Road, Victorville, CA. and any other affiliated range or property on which the Club activities occur, (collectively the "Premises"), and to participate as a member of the Club in self-administered or instructor-administered live ammunition firearms and archery activities. I, for myself, my legal representatives, successors, heirs, and next of kin:

HEREBY ACKNOWLEDGE that firearms, firearm ammunition, and archery may be hazardous in nature and may cause substantial injury to persons and property. I recognize the inherent dangers associated with shooting and archery, including, but not limited to: loud noise, flying or rebounding bullets and fragments, smoke, dust, exposure to lead, uneven surfaces, flying arrows, and similar issues. Moreover, I recognize that exposure to such environments can result in personal injury, loss of hearing, loss of eyesight, and other health hazards up to and including death. I also understand that others will be using the Premises and I will be aware of their actions whenever I am on the Premises. I also acknowledge the presence of signs posted under Proposition 65 warning of hazards to exposure to chemicals known to cause cancer by the State of California, such chemicals including, but not limited to, lead, and that I have been given the opportunity to ask for and receive a list of all such known cancer-causing chemicals on the Premises. With these facts in mind, I VOLUNTARILY ASSUME ALL RISK OF INJURY to my person and property, and WAIVE the right to bring any and all claims against the Club, or its officers, directors, members, employees, agents, administrators, successors, and assigns, (hereinafter collectively the "Related Parties"), from all claims, demands, and causes of action, foreseen and unforeseen, relating to or arising out of death, personal injuries, sickness, damages to property or property rights, and every other loss and expense arising out of or in any way connected with my participation in firearm and/or archery activities on or appurtenant to the Premises. I will not take any legal action contrary to this RELEASE OF LIABILITY. I further WAIVE for myself and for my executors, legal representatives, successors, 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 may have or which may arise against the Club and any of the Related Parties, which may in any way whatsoever, arise out of, be related to, or be connected with any course of instruction offered on the Premises. I, on behalf of myself and on behalf of my executors, personal representatives, administrators, assignees, heirs and next of kin, hereby EXPRESSLY RELEASE the Club and all of the Related Parties from any and all such claims and liability. I EXPRESSLY ASSUME THE RISK of taking part in activities on the Premises, which include, but are not limited to, instruction in the use of firearms and archery, the discharge of firearms, and the firing of live ammunition, and the releasing of arrows. I acknowledge that I understand that firearms and archery are inherently dangerous and, as such, any injuries or accidents that occur while I am on the Premises, or while engaged in range or firearms and/or archery training activities, whether due to weapons malfunction, or due to my negligence or mishandling, are not the responsibility of the Club or any of the Related Parties. I also acknowledge that the Premises is kept as natural as the shooting activities allow, and that wildlife may pose additional hazards, which include, but are not limited to, poisonous plants, ticks, poisonous snakes, and other wild animals. I understand that I must use caution accordingly and EXPRESSLY ASSUME THE RISK of encounters with these elements of nature while using the Premises. I HEREBY GRANT to the Club permission to use my image and/or appearance as such may be embodied in any photos, video recordings, and/or digital images, taken or made on behalf of the Club. I agree that the Club has complete ownership of such material and can use said material for any purpose consistent with the Club's mission, including any promotional or educational material in any medium. I acknowledge that I will not receive any compensation for the use of such images, etc. I hereby release the Club of any and all claims arising out of the use of my image. This release shall be binding upon me and is being entered into under the laws of the State of California. I acknowledge that I have read this waiver and release agreement, and, by signing, I VOLUNTARILY AGREE TO EXEMPT and relieve the Club and all of the Related Parties from liability for personal injury, property damage, or wrongful death caused by the negligence of another. I also AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS the Club and any of the Related Parties from and against all claims, losses, damages, and costs caused by, arising out of, or related to the actions of myself, any minors whom I bring on to the Premises, any Associate Members who I bring on to or allow access to the Premises, any guests who I bring on to or allow access to the Premises, and those third parties for whose conduct I am expressly or implicitly responsible whether such duty arises under this agreement or by operation of law. Should the Club or any of the Related Parties be required to incur attorney's fees and costs to enforce this agreement, I agree to INDEMNIFY AND REIMBURSE the Club and any of the Related Parties for such fees and costs. I acknowledge that neither the Club nor any of the Related Parties accepts or assumes any liability or responsibility for any acts or omissions that are purportedly the result of my engaging in activities for which I have expressly assumed the foreseeable risk of danger in such activity.

I certify that I may lawfully own and operate firearms within the State of California and that I am not disqualified from possessing firearms by operation of California or Federal Law. I acknowledge that but for my agreeing to the terms of this waiver, release of liability, assumption of risk, and indemnity agreement, the Club would not provide me access to the Premises or to the benefits of membership, and I therefore have agreed to the terms and obligations of this agreement in order to gain access to the Premises as well as gain access to the benefits of membership. I further acknowledge and understand that if at any time I violate the Bylaws of the Club, or its Safety and Range Regulations, including those pertaining to the safe and proper handling of firearms on the Premises, I may be subject to ejection from the Premises or discipline including termination of my membership.

By signing, I hereby agree to all of the above conditions:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
YOUR PRINTED NAME

\_\_\_\_\_  
YOUR SIGNATURE

13/05/2020DLM



# Apple Valley Gun Club Firearms Safety Form



## Proof of Safe Handling of Firearms and Range Procedures

Apple Valley Gun Club members are required to submit proof or documentation that they are familiar with safe gun handling practices and basic range procedures. Individuals who previously received instruction and successfully completed range firing through military or police training, participation in a competition or clinic, completion of a hunter safety course or other similar activities have fulfilled this requirement. If a clinic or other qualifying activity is not available in your area, you may fulfill this requirement by taking a firearm of your choice to a rifle, pistol, air gun or shotgun range where you must fire a minimum of 50 rounds while demonstrating familiarity with the gun safety and range procedures identified in this form. A club RSO or law enforcement officer must witness your firing by signing this form to affirm that your firing was done safely and conformed to these standards. The type of firing is optional; there are no prescribed courses of fire or required scores.

### **1<sup>ST</sup> STEP: SHOOTER MUST BE ABLE TO STATE THE NRA'S 3 RULES FOR SAFE GUN HANDLING**

<b>Name:</b>				<b>Date</b>			
<b>Make</b>		<b>Model</b>		<b>Action type</b>		<b>Caliber or gauge</b>	
<b>SAFE GUN HANDLING</b>							<b>COMPLETION</b>
<b>Muzzle Control.</b> The first rule of gun safety is to always keep the gun muzzle pointed in a safe direction. When a gun is carried, it must never be pointed at another person or at anything that would cause unintended harm. On a shooting range, it is required that the muzzle be pointed down range or up, but never at anything behind the firing line.							
<b>Actions Open.</b> When a gun is handled in any way or taken onto a range, the action must be opened and remain open until the gun is on the firing line and actual firing is authorized. As soon as firing is complete the action must be opened and the gun unloaded.							
<b>Trigger Contact.</b> The only time a shooter's trigger finger should be placed inside the trigger guard to contact the trigger is when the gun is on the firing line and actual firing is authorized. Even after loading a gun on the firing line, the index finger must not be placed inside the trigger guard until after the gun is shouldered or raised to approach the target.							
<b>FIREARM FAMILIARITY</b>							<b>COMPLETION</b>
<b>Action Operation.</b> Every shooter must know how to open and close the action of the gun being used. Shooters must be able to do this with and without cartridges loaded in the gun.							
<b>Magazine Operation.</b> If the gun has a magazine, the shooter must know how to load and unload the magazine and how to insert and remove it from the gun.							
<b>Loading/Unloading.</b> Every shooter must know how to properly load and unload his/her rifle before attempting to fire it.							
<b>Unloaded Gun.</b> Whenever a gun is handled or carried on a shooting range, it must be unloaded. An unloaded gun is one where no cartridge is in the chamber or magazine and any removable magazine is removed and carried separate from the gun.							

RANGE PROCEDURES	COMPLETION
<b>Range Rules.</b> Most ranges have safety rules and other special rules for that range posted on the range. Before firing on the range, it is important to read those rules to be sure that each safety rule for that range is followed during your visit to the range.	
<b>Sign-Up--Firing Point Assignment.</b> Before firing on most ranges, it is necessary to register or sign in. A firing point or target assignment may be given then or by a range officer on the firing line.	
<b>Target Assignment Handling Procedures.</b> Before firing a rifle or pistol, it is usually necessary to go downrange to place a target on a target holder. This procedure may be controlled by a range officer or the shooters on the firing line may coordinate among themselves to assure safety while this is done. No one may go downrange until all firing on the line has ceased and all guns are open, unloaded and grounded/benched or placed in a rack.	
<b>Authorized Firing.</b> No firing may be done until everyone on the range is back behind the firing line. If a range officer is present, he/she will give the commands to load and start firing. If a range officer is not present, the shooters on the line must coordinate among themselves to determine that it is safe to fire and that the line can "go hot."	
<b>Completion of Firing.</b> When a shooter finishes firing a series of shots, the action must be opened, any remaining cartridges removed from the breech or magazine and any removable magazine removed from the gun. If a range officer is present, the range officer should check the gun before it is grounded or removed from the range. The gun must then be benched/grounded or placed in a rack. When firing is complete for the day, the gun may be replaced in a gun case and removed from the firing line.	
RANGE FIRING ACTIVITY	COMPLETION
<b>Shooting Position.</b> The basic rifle shooting positions include supported or bench rest, standing, prone, kneeling and sitting. Basic pistol positions include supported or bench rest, standing two-handed and standing one-handed. Shotguns are fired only while standing if trap, skeet or sporting clays shooting is done. Every shooter must demonstrate the ability to properly and safely hold the gun in one or more of the shooting positions.	
<b>Gun Loading.</b> To safely fire a gun, it is necessary to be able to load and unload the gun. This must be done while keeping the gun muzzle pointed downrange at all times.	
<b>Range Firing.</b> Firing a rifle requires a knowledge of how to aim the gun at the target, stop breathing while aiming and smoothly release the trigger. When firing on the range, it is recommended that shooters fire in series or five or ten shots, while taking enough time with each shot to fire it as accurately as possible. After all, the challenge of marksmanship is hitting the target, not just firing the shot.	
<b>Sight Adjustment.</b> Shooters normally fire a series of rifle or pistol shots that form a group on the target. Shooters then need to know how to adjust the sights on their gun so that shot groups will form in the center of the target. Firing centered shot groups is not required for the completion of this requirement, but shooters should demonstrate a knowledge of how the sights on rifles and pistols can be adjusted.	
<b>Range Firing Certification</b> <i>(To be completed by a club or range official or by a law enforcement officer.)</i> I certify that I witnessed the range firing completed by the above-named individual and that he/she safely completed firing a minimum of 50 rounds while fulfilling the gun safety, firearms familiarity, range procedures and safe range firing requirement identified in this document.	

Printed name of official: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Date

# AVGC Member Orientation

Name \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_

I have been given an orientation of the physical layout of the AVGC to include a visit to each range listed below with an explanation of the rules for each of the ranges.

1. Outdoor Pistol Range
2. Shotgun Range
3. Rifle Range
4. Indoor Range
5. Archery Range

I have received a general orientation of the following:

1. The basic operation of the club to include the club is a "not for profit" CA Corporation and is structured with a Board of Directors and General Membership.
2. The required signing in procedure for myself and any guests I bring onto AVGC property.
3. Explanation of my responsibility for any guests I may bring onto AVGC property.
4. A visit to the clubhouse and how one gets access to it.
5. An Explanation of the "No Alcohol & No Drugs Policy".
6. An Introduction to the AVGC By-Laws, Policies & Procedures, and Range Safety Regulations. I am aware I need to read the preceding documents and be familiar with them.
7. An explanation of the Incident/Close-call form.
8. An explanation of the traffic pattern, speed limit and stop signs.
9. A briefing on the requirement to fulfill yearly work hours requirement and options of how to fulfill that requirement.
10. Advised of the monthly BOD and General Membership meetings
11. Advised of AVGC's website including our Calendar, News & Updates, & Contact information
12. The probationary membership program has been explained.

I understand all AVGC members are responsible for safety at all times at AVGC. I understand if I observe any member doing anything unsafe, I should approach that member in a friendly manner and make them aware of their action. I understand if that member does not comply; I should leave the area, notify a Board Member or Range Chair and fill out an Incident/Close call report and place it in one of the red boxes.

I am NOT prohibited by law from owning firearms. I DO NOT have any pending charges that may result in the loss of my rights to own, possess or handle firearms.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Rev. 1/9/2019 dlr

# APPLE VALLEY GUN CLUB 2024 RENEWAL/CHANGE OF INFO

PERSONAL INFORMATION									
Full Name				Date:			I.D. Nickname:		
<input type="checkbox"/> Regular Member (\$160) <input type="checkbox"/> Senior Member (65 and up in 2023) (\$60) <input type="checkbox"/> Associate Member (\$0)									
MEMBER'S name if you are on as their Associate Member:									
Mailing Address:				City:		ST:		Zip:	
Home Phone #:				Cell Phone #:					
Email Address:									
Date of Birth:				Age turning this year:					
NRA INFORMATION									
Type	<input type="checkbox"/> Annual <input type="checkbox"/> Life <input type="checkbox"/> Other _____		Annual Expiration Date:						
			NRA Number:						
AVGC RENEWAL INFORMATION (See Renewal Instructions for Detailed Information)									
Year or years included in this AVGC renewal (you can pay ahead):						2024 & _____			
Was your 6 hour work requirement met in 2023? <input type="checkbox"/> Yes <input type="checkbox"/> No - I have enclosed an extra \$100 for the work buyout, or have included a CURRENT medical waiver. Age Exemption = 80 in 2023.									
Work fee, if applicable \$ _____		Renewal Fee \$ _____		Total Enclosed \$ _____					

\*NOTICE, work hours fee increase for 2024! This is your last year to pay the \$100 rate

(MUST COMPLETE WAIVER INCLUDED IN PACKET)

AFFIX COPY  
OF NRA  
CARD

AFFIX COPY  
OF WORK  
CARD

Mail this document to: Apple Valley Gun Club Attn: Renewal, P.O. Box 1958, Victorville, CA 92393 (Please do not mail to the street address as it will be undeliverable)

**APPLE VALLEY GUN CLUB MEMBERSHIP WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, PHOTO RELEASE, AND INDEMNITY AGREEMENT**

In consideration for allowing me access to the Apple Valley Gun Club, (hereinafter called the "Club"), Range located at 16699 Stoddard Wells Road, Victorville, CA. and any other affiliated range or property on which the Club activities occur, (collectively the "Premises"), and to participate as a member of the Club in self-administered or instructor-administered live ammunition firearms and archery activities. I, for myself, my legal representatives, successors, heirs, and next of kin:

HEREBY ACKNOWLEDGE that firearms, firearm ammunition, and archery may be hazardous in nature and may cause substantial injury to persons and property. I recognize the inherent dangers associated with shooting and archery, including, but not limited to: loud noise, flying or rebounding bullets and fragments, smoke, dust, exposure to lead, uneven surfaces, flying arrows, and similar issues. Moreover, I recognize that exposure to such environments can result in personal injury, loss of hearing, loss of eyesight, and other health hazards up to and including death. I also understand that others will be using the Premises and I will be aware of their actions whenever I am on the Premises. I also acknowledge the presence of signs posted under Proposition 65 warning of hazards to exposure to chemicals known to cause cancer by the State of California, such chemicals including, but not limited to, lead, and that I have been given the opportunity to ask for and receive a list of all such known cancer-causing chemicals on the Premises. With these facts in mind, I VOLUNTARILY ASSUME ALL RISK OF INJURY to my person and property, and WAIVE the right to bring any and all claims against the Club, or its officers, directors, members, employees, agents, administrators, successors, and assigns, (hereinafter collectively the "Related Parties"), from all claims, demands, and causes of action, foreseen and unforeseen, relating to or arising out of death, personal injuries, sickness, damages to property or property rights, and every other loss and expense arising out of or in any way connected with my participation in firearm and/or archery activities on or appurtenant to the Premises. I will not take any legal action contrary to this RELEASE OF LIABILITY. I further WAIVE for myself and for my executors, legal representatives, successors, 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 may have or which may arise against the Club and any of the Related Parties, which may in any way whatsoever, arise out of, be related to, or be connected with any course of instruction offered on the Premises. I, on behalf of myself and on behalf of my executors, personal representatives, administrators, assignees, heirs and next of kin, hereby EXPRESSLY RELEASE the Club and all of the Related Parties from any and all such claims and liability. I EXPRESSLY ASSUME THE RISK of taking part in activities on the Premises, which include, but are not limited to, instruction in the use of firearms and archery, the discharge of firearms, and the firing of live ammunition, and the releasing of arrows. I acknowledge that I understand that firearms and archery are inherently dangerous and, as such, any injuries or accidents that occur while I am on the Premises, or while engaged in range or firearms and/or archery training activities, whether due to weapons malfunction, or due to my negligence or mishandling, are not the responsibility of the Club or any of the Related Parties. I also acknowledge that the Premises is kept as natural as the shooting activities allow, and that wildlife may pose additional hazards, which include, but are not limited to, poisonous plants, ticks, poisonous snakes, and other wild animals. I understand that I must use caution accordingly and EXPRESSLY ASSUME THE RISK of encounters with these elements of nature while using the Premises. I HEREBY GRANT to the Club permission to use my image and/or appearance as such may be embodied in any photos, video recordings, and/or digital images, taken or made on behalf of the Club. I agree that the Club has complete ownership of such material and can use said material for any purpose consistent with the Club's mission, including any promotional or educational material in any medium. I acknowledge that I will not receive any compensation for the use of such images, etc. I hereby release the Club of any and all claims arising out of the use of my image. This release shall be binding upon me and is being entered into under the laws of the State of California. I acknowledge that I have read this waiver and release agreement, and, by signing, I VOLUNTARILY AGREE TO EXEMPT and relieve the Club and all of the Related Parties from liability for personal injury, property damage, or wrongful death caused by the negligence of another. I also AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS the Club and any of the Related Parties from and against all claims, losses, damages, and costs caused by, arising out of, or related to the actions of myself, any minors whom I bring on to the Premises, any Associate Members who I bring on to or allow access to the Premises, any guests who I bring on to or allow access to the Premises, and those third parties for whose conduct I am expressly or implicitly responsible whether such duty arises under this agreement or by operation of law. Should the Club or any of the Related Parties be required to incur attorney's fees and costs to enforce this agreement, I agree to INDEMNIFY AND REIMBURSE the Club and any of the Related Parties for such fees and costs. I acknowledge that neither the Club nor any of the Related Parties accepts or assumes any liability or responsibility for any acts or omissions that are purportedly the result of my engaging in activities for which I have expressly assumed the foreseeable risk of danger in such activity.

I certify that I may lawfully own and operate firearms within the State of California and that I am not disqualified from possessing firearms by operation of California or Federal Law. I acknowledge that but for my agreeing to the terms of this waiver, release of liability, assumption of risk, and indemnity agreement, the Club would not provide me access to the Premises or to the benefits of membership, and I therefore have agreed to the terms and obligations of this agreement in order to gain access to the Premises as well as gain access to the benefits of membership. I further acknowledge and understand that if at any time I violate the Bylaws of the Club, or its Safety and Range Regulations, including those pertaining to the safe and proper handling of firearms on the Premises, I may be subject to ejection from the Premises or discipline including termination of my membership.

By signing, I hereby agree to all of the above conditions:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
YOUR PRINTED NAME

\_\_\_\_\_  
YOUR SIGNATURE

13/05/2020DLM

# APPLE VALLEY GUN CLUB EVENT REQUEST

Name of Organization		Web Site	
Point of Contact		Phone Number	
Alt Point of Contact		Phone Number	
Date of Event		Start Time of Event	
# of Attendees		End Time of Event	

Purpose and Scope *(continue on reverse)*

Facility Use Requested	Adobe Clubhouse <input type="checkbox"/>	Pistol Range <input type="checkbox"/>	Archery Range <input type="checkbox"/>
	Trap Classroom <input type="checkbox"/>	Rifle Range <input type="checkbox"/>	Indoor Range <input type="checkbox"/>
		Shotgun Range <input type="checkbox"/>	

Responsible Parties On-Site During the Event

If using the Trap Classroom or Adobe Clubhouse, I would like it set up with: Tables & Chairs  Chairs only

The following support (media, staff, targets, etc) from Apple Valley gun Club is requested.

By my signature I signify that I have reviewed the Event Policy of Apple Valley Gun Club and understand that our event must comply with all aspects of the rules of Apple Valley Gun Club. I also understand that we must provide Apple Valley Gun Club with a copy of our liability insurance face sheet naming Apple Valley Gun Club as additional insured, and it must be received 7 days prior to the event. The Liability Certificate of Insurance will have minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.

Signature of the Responsible Party	Date

### Apple Valley Gun Club Review

Event Committee Recommendation	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>
Board of Directors	Approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>
Liability Insurance Received	<input type="checkbox"/>	



DATE SUBMITTED \_\_\_\_\_

NEED BY DATE \_\_\_\_\_

## CHECK/REIMBURSEMENT REQUEST

Each receipt, invoice, purchase order, or voucher must be signed by the Range Chairman or the Facilities Chairman, and a member of the AVGC BOD.

MAKE PAYABLE TO: \_\_\_\_\_

INVOICE NO: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

MAIL/GIVE TO: \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

CHART OF ACCOUNT \_\_\_\_\_

**EXPLANATION (Scope of work, items purchased, other clarification. Attach additional information if necessary)**

Reimbursement for:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Submitting Member** (Print) \_\_\_\_\_

(Sign) \_\_\_\_\_

**Range/Facilities Chair** (Print) \_\_\_\_\_

(Sign) \_\_\_\_\_

**BOD Member** (Print) \_\_\_\_\_

(Sign) \_\_\_\_\_



# APPLE VALLEY GUN CLUB REVIEW OF EXPENDITURES

All expenditures, on behalf of Apple Valley Gun Club, estimated to exceed \$1,000.00 require pre-approval by the Range Chair, Finance Committee, the Board of Directors and the Membership. Expenditures made without pre-approval **PRIOR** to the expenditure may not be paid, excluding emergencies.

Date submitted: \_\_\_\_\_

Submitted by: \_\_\_\_\_ (please print)

Contact phone: \_\_\_\_\_

Amount: \_\_\_\_\_

Payee: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

General description of project and/or items to be purchased:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supporting documents:  
(Attach supporting documents as necessary)

Three bids: YES - NO  
( Not always required)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED:

Range Chair: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Committee: \_\_\_\_\_ Date: \_\_\_\_\_

Board of Directors: \_\_\_\_\_ Date: \_\_\_\_\_

Membership: \_\_\_\_\_ Date: \_\_\_\_\_



## APPLE VALLEY GUN CLUB INCIDENT/CLOSE CALL/OTHER REPORT

This form must be completed as soon as possible after any incident or close call that occurs on AVGC property

**Incident: Personal Injury or property damage occurred.**  
**Close Call: A potential of injury or property damage was present.**  
**Other: A Non-Safety Issue**

Reporting Party's Name		Report Date	
Name of Parties Involved		Event Date	
Witness Names	1	Phone	
	2	Phone	
	3	Phone	
Incident/Close Call/Other Location		Time	
Name of Event (i.e. Jr. Rifle, Women on Target, Open Trap Shoot)			
Note: If you are reporting an incident, please provide the following:			
Name of Club Official Notified		Date and Time	
Was the event Open to the Public?      Yes ___ No ___ Medical Attention Required?    Yes ___ No ___      Not Known ___ Was Injured Party a Club Member?    Yes ___ No ___      Not Known ___ If above party is not a Club Member, please provide name of the responsible Member present: _____ Please describe First Aid/Medical Treatment administered on site: _____ _____			
Name of Person administering First Aid/Medical Treatment: _____ Was ambulance called? If so, provide name of Ambulance Co.: _____ If known, name of medical facility the injured party was taken to: _____ Please provide details of the Incident/Close Call/Other:          Additional comments/observations/etc. can be placed on the back of this form.			

**Required to be executed by all NON-MEMBERS**

**APPLE VALLEY GUN CLUB NON-MEMBER WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, PHOTO RELEASE, AND INDEMNITY AGREEMENT**

In consideration for allowing me access to the Apple Valley Gun Club, (hereinafter called the "Club"), Range located at 16699 Stoddard Wells Road, Victorville, CA. and any other affiliated range or property on which the Club activities occur, (collectively the "Premises"), and to participate as a non-member of the Club in self-administered or instructor-administered live ammunition firearms and or archery activities. I, for myself, my legal representatives, successors, heirs, and next of kin:

HEREBY ACKNOWLEDGE that firearms, firearm ammunition and archery equipment may be hazardous in nature and may cause substantial injury to persons and property. I recognize the inherent dangers associated with shooting firearms and archery equipment including, but not limited to: loud noise, flying or rebounding arrows or bullets and fragments, smoke, dust, exposure to lead, uneven surfaces, and similar issues. Moreover, I recognize that exposure to such environments can result in personal injury, loss of hearing, loss of eyesight, and other health hazards up to and including death. I also understand that others will be using the Premises and I will be aware of their actions whenever I am on the Premises. I also acknowledge the presence of signs posted under Proposition 65 warning of hazards to exposure to chemicals known to cause cancer by the State of California, such chemicals including, but not limited to, lead, and that I have been given the opportunity to ask for and receive a list of all such known cancer-causing chemicals on the Premises. With these facts in mind, I VOLUNTARILY ASSUME ALL RISK OF INJURY to my person and property, and WAIVE the right to bring any and all claims against the Club, or its officers, directors, members, employees, agents, administrators, successors, and assigns, (hereinafter collectively the "Related Parties"), from all claims, demands, and causes of action, foreseen and unforeseen, relating to or arising out of death, personal injuries, sickness, damages to property or property rights, and every other loss and expense arising out of or in any way connected with my participation in firearm activities on or appurtenant to the Premises. I will not take any legal action contrary to this RELEASE OF LIABILITY. I further WAIVE for myself and for my executors, legal representatives, successors, 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 may have or which may arise against the Club and any of the Related Parties, which may in any way whatsoever, arise out of, be related to, or be connected with any course of instruction offered on the Premises. I, on behalf of myself and on behalf of my executors, personal representatives, administrators, assignees, heirs and next of kin, hereby EXPRESSLY RELEASE the Club and all of the Related Parties from any and all such claims and liability. I EXPRESSLY ASSUME THE RISK of taking part in activities on the Premises, which include, but are not limited to, instruction in the use of archery equipment, firearms, the discharge of firearms, and the firing of live ammunition. I acknowledge that I understand that archery equipment and firearms are inherently dangerous and, as such, any injuries or accidents that occur while I am on the Premises, or while engaged in archery range or live firing range firearms training activities, whether due to weapons malfunction, or due to my negligence or mishandling, are not the responsibility of the Club or any of the Related Parties. I also acknowledge that the Premises is kept as natural as the shooting activities allow, and that wildlife may pose additional hazards, which include, but are not limited to, poisonous plants, ticks, poisonous snakes, and other wild animals. I understand that I must use caution accordingly and EXPRESSLY ASSUME THE RISK of encounters with these elements of nature while using the Premises. I HEREBY GRANT to the Club permission to use my image and/or appearance as such may be embodied in any photos, video recordings, and/or digital images, taken or made on behalf of the Club. I agree that the Club has complete ownership of such material and can use said material for any purpose consistent with the Club's mission, including any promotional or educational material in any medium. I acknowledge that I will not receive any compensation for the use of such images, etc. I hereby release the Club of any and all claims arising out of the use of my image. This release shall be binding upon me and is being entered into under the laws of the State of California. I acknowledge that I have read this waiver and release agreement, and, by signing, I VOLUNTARILY AGREE TO EXEMPT and relieve the Club and all of the Related Parties from liability for personal injury, property damage, or wrongful death caused by the negligence of another. I also AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS the Club and any of the Related Parties from and against all claims, losses, damages, and costs caused by, arising out of, or related to the actions of myself, any minors whom I bring on to the Premises, any guests who I bring on to or allow access to the premises, and those third parties for whose conduct I am expressly or implicitly responsible whether such duty arises under this agreement or by operation of law. Should the Club or any of the Related Parties be required to incur attorney's fees and costs to enforce this agreement, I agree to INDEMNIFY AND REIMBURSE the Club and any of the Related Parties for such fees and costs. I acknowledge that neither the Club nor any of the Related Parties accepts or assumes any liability or responsibility for any acts or omissions that are purportedly the result of my engaging in activities for which I have expressly assumed the foreseeable risk of danger in such activity.

I certify that I may lawfully own and operate firearms within the State of California and that I am not disqualified from possessing firearms by operation of California or Federal Law. I acknowledge that but for my agreeing to the terms of this waiver, release of liability, assumption of risk, and indemnity agreement, the Club would not provide me access to the Premises. I therefore have agreed to the terms and obligations of this agreement in order to gain access to the Premises as well as gain access to the benefits of membership. I further acknowledge and understand that if at any time I violate the Bylaws of the Club, or its Safety and Range Regulations, including those pertaining to the safe and proper handling of firearms on the Premises, I may be subject to ejection from the Premises. By signing, I hereby agree to all of the above conditions:

\_\_\_\_\_

DATE	YOUR PRINTED NAME	YOUR SIGNATURE
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NAME OF CLUB MEMBER WHO IS HOSTING: \_\_\_\_\_

# Required be executed for any minor(s) who comes onto Club property

## APPLE VALLEY GUN CLUB WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, PHOTO RELEASE, AND INDEMNITY AGREEMENT FOR USE OF CLUB BY MINORS

In consideration for allowing me access to the Apple Valley Gun Club, (hereinafter called the "Club"), Range located at 16699 Stoddard Wells Road, Victorville, CA. and any other affiliated range or property on which the Club activities occur, (collectively the "Premises"), and to participate as a member of the Club in self-administered or instructor-administered live ammunition firearms and or archery activities. I, for myself, my legal representatives, successors, heirs, and next of kin:

With regard to my minor child(ren), I VOLUNTARILY AGREE TO EXEMPT and relieve the Club, and its principals, officers, directors, members, employees, agents, administrators, successors, and assigns, (hereinafter collectively the "Related Parties"), from liability for personal injury, property damage, or wrongful death caused to my minor child(ren) by the act or omission of another. I also AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS the Club and any of the Related Parties from and against all claims, losses, damages and costs caused by, arising out of, or related to the actions or omission of any minors whom I bring or allow on to the Premises or who participate in a Club-sponsored or affiliated event on the Premises, and further AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS the Club and any of the Related Parties from and against all claims, losses, damages and costs arising out of or related to claims brought by or on behalf of any minors whom I bring or allow on to the Premises or who I allow to participate in a Club-sponsored or affiliated event on the Premises. But for my agreement to defend, indemnify, and hold the Club harmless from all such claims regarding or involving minors, the Club would not allow me to bring such minors on to the Premises, allow such minors to participate in events sponsored by or affiliated with the Club. The obligation I undertake includes the obligation to immediately defend the Club from any and all such claims and I assume all risk of the activities of any minor identified herein.

I HEREBY GRANT to the Club permission to use my child's (children's) image and/or appearance as such may be embodied in any photos, video recordings, and/or digital images, taken or made on behalf of the Club. I agree that the Club has complete ownership of such material and can use said material for any purpose consistent with the Club's mission, including any promotional or educational material in any medium. I acknowledge that my child, (children), and I will not receive any compensation for the use of such images, etc. I hereby release the Club of any and all claims arising out of the use of any image. This release shall be binding upon me and is being entered into under the laws of the State of California.

I certify that I may lawfully own and operate firearms within the State of California and that I am not disqualified from possessing firearms by operation of California or Federal Law, and that I will be the sole person loaning firearms and/or ammunition to the minor(s) identified herein.

I certify that I am a parent or guardian of a minor or minors who is/are participating in firearms activities on the Premises and therefore agree to provide the indemnity and other obligations to the Club identified above. The name of the minor or minors who is/are participating in firearms and or archery activities, and about whom my indemnity duties to the Club apply under this agreement is/are:

\_\_\_\_\_  
1<sup>st</sup> MINOR CHILD'S NAME & AGE (ABOVE)

\_\_\_\_\_  
2<sup>nd</sup> MINOR CHILD'S NAME & AGE (ABOVE)

By signing, as parent or guardian of the minor(s), I hereby agree to all of the above conditions:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PARENT OR GUARDIAN'S PRINTED NAME

\_\_\_\_\_  
PARENT OR GUARDIAN'S SIGNATURE

Please check one: I am a member  I am a guest of a member, OR attending an event open to the public

If you are here as a guest

Name of member who you are a guest of \_\_\_\_\_

OR

Event you are participating in \_\_\_\_\_

REV 3/11/2020 DLR

# Apple Valley Gun Club

## Scholarship Sponsor Application

Student's Name:

I My future career goal is: \_\_\_\_\_

II My Plans for further education or training to accomplish this goal are: \_\_\_\_\_

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III Essay: Submit a minimum 1,000-word essay explaining what the Constitution of the United States means to society and to you as an individual. Please include the importance of the 1<sup>st</sup> and 2<sup>nd</sup> Amendments and how they apply to society and to you as an individual. Also describe the role you think Apple Valley Gun Club plays in society and with regard to the 2<sup>nd</sup> Amendment.

IV Personal comments about yourself that might help to support your application request (this can include financial need): \_\_\_\_\_

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V References – The following adults may be contacted to attest to my interests and qualifications relative to this scholarship application:

NAME	ADDRESS	PHONE #

VI General Information:

- Cumulative Academic GPA: \_\_\_\_\_
- Year(s) resided in the High Desert: \_\_\_\_\_
- My contact phone number: \_\_\_\_\_

- Community organization you are or have been involved in: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Student organization(s) or student government involvement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Work or job record: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Other hobbies, activities or interests not listed above: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Apple Valley Gun Club is offering \$1,000.00 scholarships to applicants for the fall enrollment in a 4-year college/university, community college, or trade school. One must submit an application, an essay as described above, and possibly attend an interview with the AVGC Scholarship Committee. A GPA minimum of 2.7 is required.

If the recipient remains eligible, he/she may re-apply in the following year.

Applicant must provide proof of enrollment at any of the above educational institutions to the AVGC Scholarship Committee.

Upon scholarship award, a \$1,000.00 check will be issued directly to the student.

Scholarship applications shall be submitted to the AVGC Scholarship chairperson between December 1<sup>st</sup> and March 1<sup>st</sup>.

Scholarship Chairperson contact information: Appointed each year by the Board of Directors and listed on the club website.

## Section Below is optional

Additional comments may be included if information was not listed in previous sections of this application.

APPLE VALLEY GUN CLUB  
EQUAL  
EMPLOYMENT/VOLUNTEER  
OPPORTUNITY (EEO) POLICY

January 3, 2021

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## **Policy: Discrimination, Harassment, and Retaliation Prevention Policy**

### **POLICY**

Apple Valley Gun Club is committed to providing a professional work environment free from discrimination and harassment, including discrimination and harassment based on a protected category, and an environment free from retaliation for participating in any protected activity covered by this policy. Apple Valley Gun Club is committed to providing equal employment/volunteer opportunities to all employees/volunteers and applicants for employment. Accordingly, we have adopted and maintain this anti-discrimination policy designed to encourage professional and respectful behavior and prevent discriminatory and harassing conduct in our workplace. We will implement appropriate corrective action(s), up to and including formal discipline, in response to misconduct--including violations of Apple Valley Gun Club's anti-discrimination policy--even if the violation does not rise to the level of unlawful conduct.

Apple Valley Gun Club prohibits discrimination or harassment based on the following categories: race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law. In addition, Apple Valley Gun Club prohibits retaliation against a person who engages in activities protected under this policy. Reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy are protected activities under this policy.

All employees/volunteers are expected to assume responsibility for maintaining a work environment that is free from discrimination, harassment and retaliation.

Employees/volunteers are encouraged to promptly report conduct that they believe violates this policy so that we have an opportunity to address and resolve any concerns.

Managers and supervisors are required to promptly report conduct that they believe violates this policy. We are committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

Apple Valley Gun Club recognizes and supports the obligation to reasonably accommodate employees/volunteers with disabilities or religious beliefs or practices in order to allow

those employees to perform the essential functions of their jobs. If an employee/volunteer believes they need a reasonable accommodation based on disability or a religious belief or practice, the employee should discuss the matter with their supervisor or Apple Valley Gun Club's EEO Officer.

### **Scope of Protection**

This policy applies to Apple Valley Gun Club applicants and employees/volunteers (co-workers, supervisors and managers). As used in this policy, the term "employee" includes contractors and volunteers in our workplace. In addition, this policy extends to conduct with a connection to an employee's work, even when the conduct takes place away from Apple Valley Gun Club's premises, such as a business trip or business-related social function.

### **Applicant/Employee Rights**

- The right to a discrimination, harassment, and retaliation-free work environment.
- The right to file a complaint of discrimination, harassment, or retaliation.
- Employees/volunteers are encouraged to report inappropriate conduct immediately and, whenever possible, to put the complaint or concern in writing.
- The right to a full, impartial and prompt investigation by an Apple Valley Gun Club representative or designee into allegations of conduct that would violate this policy.
- The right to be timely informed of appropriate information related to the outcome of an investigation either as a complainant or a respondent in the investigation.
- The right to be represented by a person of the complainant's choosing at each and all steps of the complaint process.
- The right to be free from retaliation or reprisal after filing a complaint or participating in the complaint process.
- The right to file a complaint directly with the California Department of Fair Employment and Housing, the federal Equal Employment Opportunity Commission or other appropriate state or federal agencies, or to file a civil action in the appropriate court.

### **CONDUCT PROHIBITED BY THIS POLICY / DEFINITIONS**

#### **Discrimination:**

As used in this policy, discrimination is defined as the unequal treatment of an employee or applicant in any aspect of employment, including discrimination based solely or in part on the employee's, volunteer's or applicant's, protected category. Protected categories include: race, color, religion, religious creed (including religious dress and grooming practices),

national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law. Discrimination includes unequal treatment based upon the employee or applicant's association with a member of these protected classes.

Discrimination may include, but is not necessarily limited to: hostile or demeaning behavior towards applicants or employees because of their protected category; allowing the applicant's or employee's protected category to be a factor in hiring, promotion, compensation or other employment related decisions unless otherwise permitted by applicable law (For example veterans' preference as permitted under Government Code 18973.1), and providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or employees because of their protected category.

**Harassment:**

As used in this policy, harassment is defined as disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on any of the protected categories listed above. Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing), visual (such as the posting or distribution of offensive posters, symbols, cartoons, drawings, computer displays, or emails), or physical conduct (such as physically threatening another person, blocking someone's way, making physical contact in an unwelcome manner, etc.).

**Sexual Harassment:**

As used in this policy sexual harassment is defined as harassment based on sex or conduct of a sexual nature, and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into two types:

1. Quid Pro Quo Sexual Harassment (“this for that”)

Submission to sexual conduct is made explicitly or implicitly a term or condition of an individual's employment.

- Submission to or rejection of the conduct by an employee is used as the basis for employment decisions affecting the employee.

2. Hostile Work Environment Sexual Harassment

Conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee’s work performance and/or creates an intimidating, hostile or otherwise offensive working environment. Examples include:

- Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails or gifts.
- Sex, gender or sexual orientation-related comments, slurs, jokes, remarks or epithets.
- Leering, obscene or vulgar gestures or making sexual gestures.
- Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
- Impeding or blocking movement, unwelcome touching or assaulting others.
- Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
- Conduct or comments consistently targeted at one gender, even if the content is not sexual.

**Retaliation:**

As used in this policy retaliation is defined as any adverse employment action taken against an employee/volunteer because the employee/volunteer engaged in activity protected under this policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

Adverse employment action is conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

Examples of retaliation under this policy include but are not limited to: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider

for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee/volunteer for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace; treating people differently such as denying an accommodation; or not talking to an employee/volunteer when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

### **TRAINING REQUIREMENTS**

Every two years, all supervisory employees/volunteers must attend Sexual Harassment Prevention and Workplace Civility training aimed at increasing their understanding of and preventing workplace sexual harassment (including harassment on the basis of sexual orientation, gender identity, and gender expression) and their role in creating an underlying culture of mutual respect in our workplace. Specific components of the training will include how to promptly and effectively respond to sexual harassment when it occurs, the effects of abusive conduct in the workplace, and ways to appropriately intervene if one witnesses behavior that is not in keeping with this policy. The training must be provided by trainers who, in addition to the other requirements set forth in 2 CCR 11024, have the ability through training or experience to train supervisors on how to identify, investigate, report, and respond to unlawful harassment, discrimination, and retaliation in the workplace.

### **ADDRESSING AND REPORTING VIOLATIONS OF THIS POLICY**

Any employee, volunteer or applicant who experiences or witnesses behavior that they believe violates this policy is encouraged to immediately tell the offending individual that the behavior is inappropriate and, if they feel comfortable doing so, to tell the offending individual to stop the behavior. The applicant, volunteer or employee should also immediately report the alleged violation to his/her supervisor, manager or the EEO Officer. There is no chain of command when contacting the EEO Officer; an individual does not need supervisor or manager approval to do this. If the alleged offender is the employee's/volunteer's supervisor or manager, the employee should report the conduct to any other supervisor, manager or the EEO Officer. A complaint may be brought forward verbally or in writing. Written complaints can be made using the EEO Complaint Form (attached to this policy).

Supervisors or managers who learn of any potential violation of this policy are required to immediately report the matter to the EEO Officer, and must follow that officer's instructions as to how best to proceed.

Apple Valley Gun Club will promptly look into the facts and circumstances of any alleged violation, as appropriate. Even in the absence of a formal complaint, Apple Valley Gun Club may initiate an investigation where it has reason to believe that conduct that violates this policy has occurred. Moreover, even where a complainant conveys a request to withdraw their initial formal complaint, Apple Valley Gun Club may continue the investigation to ensure that the workplace is free from discrimination, harassment and retaliation. Anonymous complaints will also be investigated. The method will depend on the details provided in the anonymous complaint. If the complaint is sufficiently detailed, the investigation may be able to proceed in the same manner as any other complaint. If the information is more general, Apple Valley Gun Club may need to do an environmental assessment or survey to try to determine if misconduct has occurred. All investigations will be fair, impartial, timely, and completed by qualified personnel.

To the extent possible, Apple Valley Gun Club will endeavor to keep the reporting of the applicant or employee's/volunteer's concerns confidential; however, complete confidentiality cannot be guaranteed when it interferes with Apple Valley Gun Club's ability to fulfill its obligations under this policy. All employees/volunteers are required to cooperate fully with any investigation. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation.

Upon completion of the investigation, if misconduct is substantiated Apple Valley Gun Club will take appropriate corrective and preventive action calculated to end the conduct up to and including formal discipline where warranted.

**Contact information for Apple Valley Gun Club's EEO Officer is: The sitting Secretary of the Board of Directors.**

#### **FILING OF COMPLAINTS OUTSIDE OUR COMPANY**

Employees, volunteers and applicants may file formal complaints of discrimination, harassment, or retaliation with the agencies listed below. Individuals who wish to pursue filing with these agencies should contact them directly to obtain further information about their processes and time limits.

#### **California Department of Fair Employment and Housing**

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711

contact.center@dfeh.ca.gov

<https://www.dfeh.ca.gov>

**U.S. Equal Employment Opportunity Commission**

450 Golden Gate Avenue 5 West,

P.O Box 36025

San Francisco, CA 94102-3661

1-800-669-4000 or 510-735-8909 (Deaf/hard-of-hearing callers only)

<http://www.eeoc.gov/employees>

***CALIFORNIA STATE AGENCIES ONLY:***

**State Personnel Board Appeals Division**

801 Capitol Mall

Sacramento, CA 95814

(916) 653-0799 or TDD Line (916) 653-1498

[www.spb.ca.gov](http://www.spb.ca.gov)

**CORRECTIVE ACTION GUIDELINES**

Apple Valley Gun Club will take appropriate corrective action(s) up to and including formal discipline against any employee(s)/volunteer(s) when an investigation has found that misconduct occurred. Such corrective action(s) may include, but are not limited to, letters of reprimand, suspension, demotion, or termination. Additionally, depending on the nature of the violation, civil liability could be imposed on the violator as well as Apple Valley Gun Club.

**APPLE VALLEY GUN CLUB  
DISCRIMINATION, HARASSMENT, AND RETALIATION PREVENTION POLICY  
COMPLAINT FORM**

**COMPLAINANT INFORMATION**

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Please describe the conduct that you believe violates the Discrimination, Harassment or Retaliation Prevention Policy. In your narrative, describe: (1) What happened to you; (2) Why you believe you are being discriminated, harassed, or retaliated against, including the reason or evidence you have to support your belief, and; (3) When the acts of discrimination, harassment, or retaliation occur (attach additional pages if needed). If you require assistance with completing this form as a reasonable accommodation, please contact the EEO officer.

**PERSON(S) ALLEGED TO HAVE VIOLATED THE POLICY**

**Person #1 - Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Person #2 - Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Person #3 - Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Location:** \_\_\_\_\_





<b>Matrix for Background Checks and Training</b>	<b>RSO</b>	<b>BOD Member</b>	<b>Range Chair</b>	<b>Match Director</b>	<b>Youth Program Director Youth Program RSO Youth Program Coach Youth Program Support</b>	<b>Coaches, WOT/COT Pistol, Rifle, Shotgun Clinics</b>	<b>Lead Instructors</b>
Background Check Every 2 Years	Required only if RSOing in a Youth Program, or where there is consistent minor participation	Required	Required	Required only if Match consistently has minor participation	Required	N/A	Required
Abuse Prevention Training Every 2 Years	Required only if RSOing in a Youth Program, or where there is consistent minor participation	Required	Required	Required only if Match consistently has minor participation	Required	N/A	Required
Sexual Harassment Prevention Training Every 2 Years	Encouraged	Required	Required	Required	Required	Encouraged	Required
CPR/First Aid Training Every 2 Years	Encouraged	Encouraged	Encouraged	Encouraged	Encouraged	Encouraged	Encouraged
AB2571 Training One Time, Unless there is a change in State/Federal Law	Required only if RSOing in a Youth Program, or where there is consistent minor participation	Required	Required	Required only if Match consistently has minor participation	Required	Encouraged	Required