

# **STEBEN FISH AND GAME CLUB**

**REMSEN, NY**

## **CONSTITUTION AND BY-LAWS**

**(Approved & accepted on 23 April 1986)**

**(Amended on 16 June 2010)**

**(Reviewed on Nov 10, 2015)**

### **ARTICLE I**

**NAME:** The name of the club shall be the Steuben Fish and Game Club.

### **ARTICLE II**

**OBJECTIVE:** The purpose for which the Club is organized is to conserve, restore and manage game, fish, and other wildlife and habitat; to seek to procure better fishing, hunting, and trapping for sportsmen; to promote safe and efficient use of firearms and archery through competitive contests; to provide facilities and support for Conservation Education; to promote and maintain friendly relations between landowners and sportsmen; to cooperate in obtaining proper respect for, and observation of, the Fish and Game Laws; and so far as possible to spread knowledge of useful wildlife and Conservation practices among the population at large.

The Club shall operate without profit, shall be non-political, and non-sectarian.

The Fiscal Year of the Club shall be from 1 January through 31 December.

### **ARTICLE III**

#### **MEMBERSHIP:**

**Section 1. Regular Members—** Any citizen of the United States, having reached the 18th birthday, of suitable character and interest, may be voted into membership by a majority of the active members of the Club present at any regular meeting. Active members of the Club at time of application for Charter shall become Charter Members.

**Section 2. Honorary Members—** By nomination of the Board of

**Directors, and by majority vote of Regular Members at a regular meeting, any suitable person may be elected to Honorary**

**Membership in the Club. No fees or dues shall be required of such**

**Honorary Members. Honorary Members have no voting power, cannot hold an office in the Club and have no Club privileges.**

**Section 3. Junior Members— (a) Junior Members may be accepted after reaching their 12th birthday, and such Junior memberships shall terminate on reaching the 18th birthday. (b) After a Junior Member reaches the 18th birthday, they may become a full Member of the Club by payment of Full Member dues specified without requiring a majority vote at a Regular meeting. (c) Junior Members shall have no vote, but shall be entitled to attend all Regular meetings, receive Club publications, and participate in Club activities. They shall be subject to all Rules and Regulations established by the Board.**

**Section 4. Associate Members. This is an extension of the Jr. Membership category and consists of Jr. Members who have reached their 18th birthday but have enrolled in a college or entered military service. They have received a waiver from the Board of Directors under the provisions spelled out in the Club Policies/Procedures/Rules documentation.**

**Section 5. Lifetime Members. This category of membership is an honor bestowed by the Board of Directors to a member who has been actively involved in the Club's operation for many years and has met the criteria as set forth by the Board. Life Members pay no dues but retain full privileges and may hold an office in the Club.**

## **ARTICLE IV**

### **MEETINGS**

**Section 1. Regular meetings of the Club shall be held at such places and dates as may be deemed suitable by the Board, but there shall be no less than two(2) meetings each year. For the purposes of Constitutional Amendments, the Board shall designate a Special meeting for the purpose.**

**Section 2. Other Special meetings of the Club may be called by the Board, or on written petition to the President signed by one third of the voting members of the Club. The call For a Special Meeting shall specify the object of the meeting.**

**Section 3. All meetings shall be conducted according to Parliamentary Rules and open discussion from the floor on all measures shall be permitted and encouraged.**

**Section 4. The Board shall meet not less than two(2) times a year**

**Section 5. No non-member shall be present at a meeting of the Club or Board unless specifically invited by the President, the Board, or any paid—up Member.**

**Section 6. Notice of Special Meetings of the Club shall be published by the Secretary to every Member of the Club at least ten days before the date of such meeting.**

**Section 7. Absentee Voting. Members may submit a written vote to the Board of Directors for Amendments to the Constitution or the election of Board Members. These votes must be received 10 days prior to the scheduled meeting at which the voting will take place.**

## **ARTICLE V**

### **QUORUM**

**Section 1. The Board shall establish the Quorum for all Regular meetings.**

**Section 2. At meetings of the Board, seven(7) of the total members of the Board shall constitute a Quorum, and a majority vote of the Directors shall prevail.**

## **ARTICLE VI**

### **MANAGEMENT**

**Section 1. The management of the Club shall be vested in the Board of Directors.**

## **ARTICLE VII**

### **OFFICERS AND ELECTIONS**

**Section 1. The Board of Directors of the Club shall consist of twelve(12) Directors, who shall each have a vote, and who shall be named trustees of the Club. In case of any tie vote, the President shall cast the deciding vote. One-third of the Directors shall be elected annually for a term of three years. The Directors are elected by the General membership.**

**Section 2. The President, Vice President, and Treasurer shall be elected by majority vote of the Board and hold office for one(1) year, or until their successors are elected.**

**Section 3. Secretaries shall be nominated by the President and approved by a majority vote of the Board.**

**Section 4. The election of new Board members shall take place on or about December of each year. New Officers and Board members shall assume responsibility and operation of Club affairs commencing on 1 April of each year. Newly elected Officers and Board members may attend any Board meeting prior**

## **ARTICLE VIII**

### **DUTIES OF OFFICERS**

#### **A. BOARD OF DIRECTORS**

**Section 1.** The Board of Directors shall have the power to manage all the affairs of the Club on any and all questions relating in any manner whatsoever, and to make all contracts necessary for the proper transaction of all business. They shall have entire jurisdiction over all matters pertaining to the care, conduct, control, supervision and management of the Club and its finances, and all appropriations shall be made by them.

**Section 2.** It shall be the duty of the Board of Directors to prescribe and publish rules regulating the use and occupancy, and the care and protection of Club property.

**Section 3.** The Board shall meet for the transaction of business whenever it is determined necessary, but no less than 2 times per year, at the call of the President.

**Section 4.** The Board of Directors may fill any vacancy among the Officers or Directors by a vote of the majority of those present at a meeting of such Board, such elections to be for the unexpired term until the next General Election.

**Section 5.** The Board of Directors shall have to following specific powers:

(a) To appoint delegates to different associations of which this Club may be a member, or for the purpose of conferring with any association or club respecting any matter in which this Club is concerned.

(b) To make rules for the conduct of the Members of the Club and for their use of Club property.

(c) To reprimand, suspend, expel, or otherwise penalize a Member for any conduct in violation of rules, or behavior improper or prejudicial to the interest of the Club.

(d) To call special meetings of the Club to consider special subjects.

(e) To make, alter, and amend the rules for the Boards own government.

(f) To prescribe additional duties for any of the Officers, in addition to those herein set forth.

(g) To establish quorums for Regular Meetings. Quorums for Regular meetings shall be set by the Board in the year preceding that for which the quorum is set, and in no case shall be less than 1/5 of the Membership-

at- large. Quorums for Special Meetings not concerning Constitutional Amendments or Dissolution shall be set by the Board as deemed necessary. For quorums involving Special Meetings for Constitutional amendments see Article X. For quorums involving Special Meetings for Dissolution of the Club or Liquidation of Club Assets, see Article XI.

(h) Set annual dues for all Club Members.

#### **B. President**

**Section 1.** The President shall preside at all meetings of the Club and Board of Directors. He shall perform such other duties as shall be imposed upon him by resolution of the Board of Directors. The President shall, with the Secretary, sign all written contracts and write obligations of the Club upon direction of the Board.

**Section 2.** The President shall have the power to appoint the following committees whenever it becomes necessary<sup>1</sup> each committee to consist of Members of the Club in good standing: Committee on Finance, Committee on Legislation, Committee on Conservation, Committee on Hunting, Committee on Fishing, Committee on Entertainment, Committee on Membership, and other Committees which may be suggested by the Board of Directors.

#### **C. Vice President**

**Section 1.** In the absence of the President, his duties shall be performed by the Vice President. In the event of death or disability of the President, the Vice President shall fill the unexpired term of the President.

#### **D. SECRETARIES**

**Section 1.** The Secretary shall keep the minutes and other official files and reports of the Club. He shall prepare the official correspondence of the Club. He shall keep all records, books, documents, and papers relating to the Club in such place as shall be designated by the Board of Directors. He shall perform such other duties as may be assigned to him by the Board of Directors.

#### **E. TREASURER**

**Section 1.** The Treasurer shall keep account of all moneys received by him and deposit same in the name of the Club in such accounts and in such Banks as shall be designated by the Board of Directors. He shall countersign, with the President, all legal obligations of the Club. He shall not pay out any of the money of the Club except in such manner and for such purposes as shall be approved by the Board of Directors. The Treasurer shall not be responsible for money or funds paid out on checks or vouchers which have been properly signed and countersigned. At each meeting of the Board of Directors and general membership, he shall make a statement of the financial condition of the Club. At least once per year, he shall submit a detailed report of the financial condition of

the Club for the preceding fiscal year, which report may be audited by accountants designated by the Board of Directors.

## **ARTICLE IX**

### **DUES**

Section 1. Annual dues are set by the Board. Any Member who shall fail to pay the annual dues within a period prescribed by the Board after the same shall become due and payable, or shall fail to pay any indebtedness to the Club within thirty days after a bill for same has been rendered, shall be suspended in accordance with existing Club policy until the full amount of such indebtedness has been paid.

## **ARTICLE X**

### **AMENDMENTS**

Section 1. Amendments to the Constitution and By-Laws may be made at a Special Meeting called for the purpose. Before presenting to the Members, written notice of the proposed amendments shall be submitted to the Board of Directors and approved by majority vote of the Board, and provided further that written notice of the intent to amend shall be given to all Members by the Secretary at least 10 days in advance of such Special Meeting. For the purpose of amendments, the quorum for Special Meetings shall be no less than 2/3 the Membership-at-large, either present at the meeting or by written proxy from Members not able to be present. For the purpose of passing any amendment, a recorded vote of no less than 51% of the Membership-at-large shall be required for passage.

**STEUBEN FISH & GAME CLUB**

**REMSSEN, NEW YORK**

**CLUB POLICIES/PROCEDURES/RULES**

**(May 2010 REVISION)**

**10 November 2015 REVISION**

## **GUESTS:**

Guests are welcome at the club grounds at any time except for the opening weekend of archery, muzzleloader and gun deer seasons. Guests shall be accompanied by a regular member and no more than two guests per member shall be permitted at any one time. A waiver may be granted by the Board of Directors for a special occasion. Organizations may obtain permission from the club President to use the club grounds (i.e. Boy Scouts).

## **WORK PARTIES:**

Work parties are scheduled for the 2<sup>nd</sup> Saturday in June, July and August. Members attending one or more of the work parties will be given a \$25.00 reduction in dues. Members may also get the \$25.00 reduction by opting to take on a special task in lieu of attending one of the scheduled work dates. This task must be approved by the President.

## **AWARDS/PRIZES:**

1. The club sponsors a deer contest each year with prizes awarded at the January general membership meeting to three members who have entered bucks with the largest antler measurements. Deer must be taken in NYS and only one entry per person will be permitted.
2. The club sponsors a turkey contest each year for the longest beard taken in May. Only one entry per person will be permitted. Two winners will be selected at the first general meeting following the end of May.

## **MEMBERSHIP:**

1. The Board of Directors establishes the maximum membership in the Club. This maximum limit on regular membership (senior dues paying members) can be changed by the Board of Directors annually. The current level is set at 68. **(Increased to 77 on Nov 09,2015)**
2. Individuals wishing to apply for Club membership must be sponsored by a regular member. The sponsor will submit a request in writing to any board member stating the name, address, phone

number and e-mail of the applicant. Board members who receive requests will forward them to the Membership Chairman for action. Applications will be considered in the order that they are received by the Membership Chairman.

3. Membership applications of immediate family members of regular members shall be considered first and shall not be required to wait for a vacancy within the established maximum limit. An immediate family member is a spouse, son/daughter, brother/sister or father/mother.

4. New members will pay first year dues plus an initiation fee equal to half of the dues of existing regular members. Current dues are \$100.00 for a regular member and \$5.00 for a Jr. Member. Jr. Members are exempt from the initiation fee if they conform to the rules for a Jr. Member conversion to a regular member.

5. Yearly dues for members are established by the board of directors. Dues are collected from 1 August to 15 September.

### **JUNIOR MEMBERSHIP:**

Persons 12 years to 17 years of age may join the club as Junior Members and pay a fee of \$5.00 per year. Jr. Member applicants must be recommended by a regular member. Junior Members shall be recommended for conversion to regular membership at age 18 and shall not be required to wait for a vacancy within the established maximum membership limit. No initiation fee will be charged for converting from a Junior Member to a regular member if the junior member was in the Junior Membership program for a minimum of two years. Junior Members may defer their decision to become a regular member [until the age of 22] if they are, or will be, full time students or in the military. To receive this waiver they must submit a written request to the Board of Directors stating the reason for the extension. Upon approval by the Board of Directors, they will have two options. They can pay \$25.00 per year and have full member privileges or opt to be on a no cost waiver having no member privileges. In either case, the Jr. Member must opt to join the Club following graduation, discharge from the military or if he or she drops out of school.

### **ABSENTEE VOTING:**



Members may submit a written vote to the Board of Directors for Amendments to the Constitution or the election of Board Members. These votes must be received 10 days prior to the scheduled meeting at which the voting will take place.

### **BUDGET PROCESS:**

1. The treasurer shall be responsible for preparing the “next year” budget by utilizing the previous year expenditures, adding an inflation factor where appropriate, and incorporating projected expenditures collected from the Chairmen of various committees. This budget will not include capital expenditures, only day to day operating costs. Capital expenditures will be handled on a case by case basis.
2. The board of directors shall be responsible for preparing the annual budget to be presented to the general membership for review and comment at the general meeting in January. The board will then approve the budget prior to the end of February.
3. Capital expenditure submissions shall be accompanied by an estimate quoting sources, units, measurements, model numbers, etc. Off the shelf equipment shall be accompanied by a vendor quote. Also, a brief justification/rationale for each item must accompany the submission.

### **FISHING:**

1. The Department of Environmental Conservation Fishing Guide shall apply, except as modified below.
2. Limit 3 trout per person per day.
3. “Catch & Release” policy is encouraged.
4. No fishing in the trout pond will be permitted for visiting organizations using the club grounds unless a waiver is granted by the President.
5. Adult guests are limited to “Catch and Release” policy. Children, ages 15 and under, are exempt.

**6. The use of live bait fish in either pond is strictly prohibited.**

**7. No fish shall be released into the club's ponds without the approval of the board of directors.**

### **SHOOTING RANGE & HUNTING:**

**1. All persons using the range must comply with the "Ten Commandments of Guns Safety" which will be posted at the range. (see attached)**

**3. No alcohol or illegal drugs will be allowed on the range. No person under the influence of illegal drugs or alcohol may shoot on this range.**

**4. All guns must be stored safely when on the range and inaccessible to unauthorized users, especially children.**

**5. When uncased and/or out of the vehicle and not being fired, all firearms must be unloaded (except for muzzleloaders, which must be uncapped or unprimed) and pointed either down range or in the rack.**

**6. All rounds must be discharged such that they pass into the impact backstop (i.e. berm). An exception is made for persons shooting clay birds. In that case, the trap (hand or mechanical) must be operated near the north-easterly side of the range approximately even with the firing line, with the birds being thrown generally down the length of the range. Shooters of the birds shall be stationed to the right of the traps. (Note: this is to prevent shot from crossing over onto adjacent private property.) An additional exception is made for those shooting shot-shells at stationary targets on the range for patterning or other purposes. In those cases, targets may be established along the**

**centerline of the range as long as the shot will fall within the mowed area of the range or into the impact backstop (i.e. berm).**

**7. All targets must be placed close enough to the backstop so that**

any round passing through or hitting the targets strike only the impact backstop.

8. The range is open from sunrise to sunset with two exceptions. The first exception is that the range is not open during the month of May until noon. The second exception is that the range is not open during bow, muzzleloading or regular big games season from sunrise until 10:00 a.m. and from 3:30 p.m. until sunset if there are any club members vehicles parked on the club property. It is the responsibility of any member wishing to shoot to ascertain if other club members are parked on the property.

9. When two or more persons are using the shooting range the following rules should be observed:

- Any person who observes an unsafe condition should give the command "Ceasefire". After that command is given, no rounds may be discharged. Gun(s) should be unloaded and benched until the condition is corrected and the range is returned to a safe condition.

- No one should go forward of the firing line until all guns are empty, magazines removed and actions opened.

12. All targets, shells, casings and debris generated by any usage of the range shall be policed up and removed from the range at the end of each use of the range.

13. Containers of black powder and replica black powders (i.e. pyrodex, triple 7, American Powder, etc.) or boxes of pellets/sticks will be closed except when actually loading a firearm or filling a powder flask/horn.

14. All leagues or organized events at the range must have all participants sign a release. This written release will contain all of the Steuben F & G rules plus any additional rules for the specific event determined to be needed by the Range Chairman.

**15. Only portable/temporary tree stands are allowed on the club grounds.**

**16. Guests using the firing range must sign a liability waiver form which is available in the bulletin board sign.**

**16. Guests using the firing range must sign a liability waiver form which is available in the bulletin board sign.**

**Added and Passed on 13 May 2013**

**17. The usage of fully automatic firearms on club property is not allowed.**

**Added and Passed on 11 May 2015**

**18. All members involved in any shooting activities Must sign a Shooting Liability waiver, which will be kept on file with the club.**

**19. All members and guest using tree stands on club property Must sign a Tree Stand Liability waiver, which will kept on file with the club.**

**20. It is mandatory that all members and guest using tree stands use a safety harness. All manufacturer regulations and weight limits will be followed.**

### **THE TEN COMMANDMENTS OF GUN SAFETY**

- 1. Always keep the muzzle pointed in a safe direction.**
- 2. Firearms should be unloaded when not actually in use.**
- 3. Don't rely on your guns safety.**
- 4. Be sure of your target and what's beyond it.**
- 5. Use the correct ammunition.**
- 6. If your gun fails to fire when the trigger is pulled, handle with care.**
- 7. Always wear eye and ear protection when shooting.**

8. Be sure the barrel is clear of obstructions before shooting.
9. Don't alter or modify your gun and have guns serviced regularly.
10. Learn the mechanical and handling characteristics of the firearm you are using.

## **Steuben Fish and Game Club Trespassing Policy**

### **Need for Policy**

- **SF&G Club members pay dues and engage in work party projects to maintain and improve the club grounds and facilities. Members have the reasonable expectation that use of the grounds and facilities will be restricted to members and their guests in accordance with established guidelines.**
- **Individuals who trespass on club grounds may become injured, possibly subjecting the club to litigation and/or other expense and inconvenience.**

### **Policy**

- **The club will make it policy to use only posted signs that specifically state trespassers will be prosecuted.**
- **When a trespasser is encountered, the member should get his/her name if possible, ask him/her to leave club property and report the event to the club President,**
- **When a vehicle believed not to belong to a member or guest is found on club property the member should note the make, model, color and plate number and report the event to the club President. It is understood that vehicles of non-members will occasionally be on club land as guests. The Oneida County Sheriff's Department is able to provide owner information from vehicle plate numbers. Ms. Kobus at the Sheriffs office indicated that when such information is provided it is expected that the club will usually take legal action against the trespasser.**

- **A record of reports will be kept by the President, and will be made available to any member in good standing upon request. Decisions as to whether to pursue prosecution will be made on a case by case basis by majority vote of the Board of Directors.**

**Respectfully submitted by the Trespassing Policy Committee:**

**Susan Jones**

**Louis Ruggiero**

**Mark Williams**

**Roger Sperling, Chairman**

## **Life Membership Category**

**Life membership is a prestigious status and exemplifies a member who has made significant contributions to our club. It should be bestowed only when all criteria is fully met.**

**Life members will pay no yearly dues. They will retain all club privileges. Their membership will not count toward the club membership cap.**

### **Selection Process:**

**Any regular member may submit a life membership nominee to the Board. The nominating sponsor is required to provide detailed documentation using the life membership criteria. The President will then appoint an evaluation committee comprised of at least two BODs and one life member. The committee will evaluate the criteria and make its presentation/recommendation (accept/reject) to the Board. The BODs will then vote on the committee's recommendation. If the Board votes in favor of the accept recommendation, the nomination will then go forward with final acceptance by a majority vote of the general membership.**

### **Suggested Criteria:**

- 1. Length of service-minimum of 20 years**
- 2. Age-minimum of 70 years old**
- 3. Service to club**
  - a. BOD/officer**
  - b. Committees**
  - c. Participation on club projects**
  - d. Involvement in club activities related to conservation/education, hunting, fishing, trapping, shooting, forestry, wildlife education, and youth education and training.**
  - e. Service to community-activities outside of club**

## APPLICATION for MEMBERSHIP & RENEWAL

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=====  
Renewal: \_\_\_\_\_ New Member: \_\_\_\_\_ Junior  
Member: \_\_\_\_\_ Waiver: \_\_\_\_\_  
Name : \_\_\_\_\_ Phone  
:  
Address : \_\_\_\_\_ Date of  
Birth: \_\_\_\_\_  
City: \_\_\_\_\_ State : \_\_\_\_\_ Zip Code  
:  
E-mail : \_\_\_\_\_ Sex : \_\_\_\_\_ Years in  
Club: \_\_\_\_\_

Membership Dues: 1<sup>st</sup> Year Member Dues \_\_\_\_\_ ( \$150.00 ) \_\_\_\_\_  
Annual Member Dues \_\_\_\_\_ ( \$100.00 ) \_\_\_\_\_  
Junior Member Dues \_\_\_\_\_ ( \$ 5.00 ) \_\_\_\_\_  
Senior Member Dues \_\_\_\_\_ ( \$ 75.00 ) \_\_\_\_\_  
\*Refund for work day\*\* \_\_\_\_\_ ( - \$25.00 ) \_\_\_\_\_  
\*\*Deduction for Senior \_\_\_\_\_ ( - \$20.00 ) \_\_\_\_\_  
\*\*\* Late fee Payment after 10/1 ( \$25.00 ) \_\_\_\_\_  
Check Amount Total \_\_\_\_\_

\* Refunds only apply to members who have worked at least 1 work day at the club or have

completed a project accepted by the Board \*

\*\* Must be 65 year old with 10 year membership in the Club

\*\*\* Due collected after 10/1 fine. 10/15 individual is dropped from list.

**Remember:** The Steuben Fish & Game Club Dues collection begins on Aug 15<sup>th</sup> through Sept 30, 2021. Make check payable to **Steuben Fish & Game Club**, (send check, not cash) to

**Robert Polce , 6328 Overhill Drive, Rome, NY 13440**

Ph: 315 337 – 7912

Late fee payment starts on Oct 1<sup>st</sup>, 2021

***I hereby apply for Club membership renewal and agree to abide by the rules, regulations and bylaws of the Steuben Fish & Game Club. and***



***I further state that I have been made aware of these requirement and that any violation thereof may result in loss of membership and penalties. I understand the hazardous nature of firearm operation and acknowledge the risk of injury associated with the use of a firing range. I agree to assume all responsibility for the safe operation and usage of any firearm or ammunition in my possession and that I will not hold the Club responsible in any manner for my actions that result in personal property damage or personal injury. I am a lawful citizen of the United State of America.***

Applicant Signature: \_\_\_\_\_ (required) Date:  
\_\_\_\_\_

Approval Signature: \_\_\_\_\_ (required) Date:  
\_\_\_\_\_

Steuben Fish & Game Club President

Brandon Williams Ph: 315 404 - 2816 E-  
mail: [brandonwilliams311@yahoo.com](mailto:brandonwilliams311@yahoo.com)

SF&GC Website for the 2021 Calendar URL  
:<http://steubefgc.freewebsite.org/>

Thank You  
STEUBEN FISH & GAME CLUB  
REMSEN, NEW YORK

## Waiver of Liability, Assumption of Risk & Indemnity Agreement for Portable Tree Stands

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**Waiver:** In consideration of being permitted to use “portable tree stands on the Steuben Fish & Game Club (SF&GC) property”, hereinafter called “The Activity”, I, for myself, my heirs, personal representatives or assigns **do hereby release, waive, and covenant not to sue** the Steuben Fish & Game Club, it’s officers and agents from liability **from any and all claims including the negligence of the SF&GC, it’s officers and agents**, resulting in personal injury, accidents, or illness (including death) and property loss arising from, but not limited to, participation in The Activity.

**Assumption of Risks:** Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. A safety harness is to be used at all times when using a tree stand.**

**Indemnification and Hold Harmless:** I also agree to **INDEMNIFY AND HOLD** the SF&GC **HARMLESS** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the forgoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risks, and indemnity agreement, fully understand its terms, **and understand that I am giving up substantial risks, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

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Signature of Participant Print Name of Participant Date Age (If Minor)

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Signature of Parent/Guardian Print Name of Parent/Guardian Date

STEUBEN FISH & GAME CLUB  
REMSSEN, NEW YORK

Waiver of Liability, Assumption of Risk & Indemnity Agreement for  
Discharge of Firearms

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**Waiver:** In consideration of being permitted to “Discharge firearms on the Steuben Fish & Game Club (SF&GC) Rifle Range”, hereinafter called “The Activity”, I, for myself, my heirs, personal representatives or assigns **do hereby release, waive, and covenant not to sue** the Steuben Fish & Game Club, it’s officers and agents from liability **from any and all claims including the negligence of the SF&GC, it’s officers and agents**, resulting in personal injury, accidents, or illness (including death) and property loss arising from, but not limited to, participation in The Activity.

**Assumption of Risks:** Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. A safety harness is to be used at all times when using a tree stand.**

**Indemnification and Hold Harmless:** I also agree to **INDEMNIFY AND HOLD** the SF&GC **HARMLESS** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a

result of my involvement in The Activity and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the forgoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risks, and indemnity agreement, fully understand its terms, **and understand that I am giving up substantial risks, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

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Signature of Participant Print Name of Participant Date Age (If Minor)

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Signature of Parent/Guardian Print Name of Parent/Guardian Date