

NOVEMBER 11, 2010

PARK DIRECTIVE 3240

HISTORIC WEAPONS SAFETY RULES FOR LIVING HISTORY PARTICIPANTS

The purpose of these rules is to promote a safe environment for participants and spectators to enjoy re-enactments and demonstrations involving historic weapons. Participants in activities involving historic weapons are expected to know and follow general firearms safety. Additionally, participants are expected to know and follow the specific safety and authenticity guidelines of the organization to which they belong.

While Arkansas State Parks has its own safety guidelines (P.D. 3230) to avoid confusion, it is preferable that participants strictly adhere to safety guidelines with which they are familiar as long as those standards are acceptable to Arkansas State Parks.

These rules are designed to promote the safe and efficient interaction between participants and Arkansas State Parks personnel by utilizing the existing "chain of command" to facilitate that interaction.

I. PARTICIPANT REQUIREMENTS

Any person participating in an activity involving the use of black powder weapons or blank ammunition in an Arkansas State Park or at an event sanctioned by the Arkansas Department of Parks and Tourism, and not under the direct and controlling supervision of Arkansas State Parks (ASP) personnel, must comply with the following conditions:

- A. Age Limits - Participants must be at least 16 years old to carry an historic long arm. For carrying pistols, the participant must be at least 18 years of age. For artillerymen, members of a gun crew in positions #1 through #4 and Gunner (see PD 3230, Appendix VIII) must be at least 17 years old. All participants under the age of 18 must be under the supervision of a parent, legal guardian, or responsible adult who has signed the consent form (see PD3230, Appendix IX).

- B. Participants must be a member of an organized unit, group, or association hereinafter referred to as a UNIT. An organized UNIT is a group which maintains a roster of its individual members, elects or appoints leaders/officers, and attends events as a group. The UNIT may be independent or affiliated with a parent organization. Participants must carry proof of such membership at all times during the activity and while under arms.
- C. The UNIT must have a published set of safety and authenticity guidelines that are presented to Arkansas State Parks personnel for approval at least thirty (30) days prior to participation. Once a UNIT has submitted an approved set of safety and authenticity guidelines, those guidelines will remain valid for participation in ASP events for five (5) years from date of receipt.
- D. The UNIT must carry a minimum of one million dollars (\$1,000,000) of liability insurance naming the Arkansas Department of Parks and Tourism as insured. Proof of such insurance shall be furnished to Arkansas State Parks personnel prior to participation and shall remain in effect until the policy expiration date.

or:

The UNIT must submit a completed Indemnification Agreement (see Form) signed by all members participating in the event to the designated State Parks Safety Officer prior to participation at each Arkansas State Park event.

II. RULES FOR PARTICIPATION

All participants must follow the safety rules and regulations of their respective UNIT and adhere to any additional limitations or safety rules that are presented by park staff or safety officers.

- A. Walk-ons, freelancers, and other unassociated participants will not be permitted to engage in activities involving the use of black powder. UNIT commanders or group leaders must not allow walk-ons, freelancers, or unassociated participants to "fall-in" with their UNIT. All walk-ons, freelancers, and unassociated participants attempting to engage in black powder activities shall be immediately reported to the designated State Park Safety Officer.

- B. UNIT commanders or group leaders will be responsible for ensuring that all persons appearing under their command shall be fully trained and current members of their UNIT or its parent organization.
- C. UNIT commanders or group leaders will be responsible for furnishing a copy of their unit safety and authenticity guidelines to Arkansas State Park personnel at least thirty (30) days prior to participation.
- D. UNIT commanders or group leaders will furnish a roster of their participating members to the designated State Park Safety Officer at the specified time and location. Individual participants will register with their respective UNITS. Any participant fees shall be collected by the UNIT and remitted with the participant roster (See Living History Participant Indemnification Agreement, Form 0900 OPR 210).
- E. For UNITS without liability insurance, a signed INDEMNIFICATION AGREEMENT must be submitted to the designated State Park Safety Officer at the specified time and location. An INDEMNIFICATION AGREEMENT may be submitted in lieu of a roster.

All scenarios, battlefield boundaries, and artillery placements will be approved by the designated State Park Safety Officer prior to the event.

III. ARTILLERY

In addition to the requirements above, all artillery commanders must attend organized training in the safe and authentic drill and firing of historic artillery. Commanders will be required to carry proof of the successful completion of such safety training. Examples of such organizations which provide the requisite training include, but are not limited to: United States Field Artillery Association, National Muzzle Loading Rifle Association, the National Park Service, North-South Skirmish Association, and safety programs of various state organizations.

Persons engaging in the firing of black powder artillery must be well trained for the position which they are performing. State Park Safety Officers will observe crews in action and may halt the firing of any piece for failure to follow proper safety precautions.

All artillery will be in "fixed" positions and will change positions once the scenario commences. State Park Safety Officers will mark the safe firing area with range stakes. Artillery fire will cease when participants enter this area.

In the event of a misfire that requires an artillery charge to be unloaded, the crew shall notify a State Park Safety Officer. The safety officer will clear and secure the scene, and oversee the unloading procedure.

Only full-scale artillery pieces in good condition will be allowed. Barrel length and/or wheel height (Mordecai specifications) may be used to determine whether a particular piece is full-scale. All artillery pieces will undergo a State Park Safety Officer inspection before participating.

IV. ADDITIONAL SAFETY RULES

Additional safety rules not included in this directive may be issued in writing to UNIT commanders or group leaders by Arkansas State Parks personnel. Such UNIT commanders or group leaders will be responsible for disseminating these additional safety rules to their respective members. The changing nature of equipment, supplies, and developments within the living history community necessitates the issuance of additional safety rules that supplement this directive to ensure the safest possible events for visitors, participants, and park staff.

V. RESERVED RIGHTS:

The Arkansas Department of Parks and Tourism or its representative reserves the right to limit or refuse participation of any individual or group which does not comply with these requirements or is deemed to pose a risk to safety.

Related PD: PD 3230 - Historic Weapons Rules and Regulations

APPROVED BY: _____

GREG BUTTS, DIRECTOR
Arkansas State Parks



LIVING HISTORY PARTICIPANT INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT (this "Agreement") dated _____ by and between the Arkansas Department of Parks and Tourism, State Parks Division (ADPT) and the undersigned individuals hereinafter known as ("Participants"),

WITNESSETH:

WHEREAS, the undersigned "Participants" intend to engage in a living history event utilizing historic weapons firing blank cartridges. Such living history event taking place under the authority of the ADPT;

WHEREAS, the "Participants" agree to adhere to Park Directive 3240; Arkansas State Park Historic Weapons Safety Rules for Living History Participants and the "Participants assert that they have received safety training and instruction as members of _____", a UNIT as defined in Park Directive 3240;

WHEREAS, any "Participant" who by his/her conduct triggers this Agreement shall be known as the indemnifying party;

NOW, THEREFORE, the parties agree as follows:

1. INDEMNIFICATION.

The undersigned "Participants" agree to indemnify and hold the ADPT, its safety officers, directors, employees, subsidiaries, and agents harmless against and in respect of any and all Losses (defined below) incurred by any of them and third-party claims against any of them arising out of or otherwise relating to the conduct of "Participants" or any individual indemnifying party engaging in the above mentioned living history event. For the purposes of this Agreement, "Losses" shall mean any and all actual costs or expenses (including without limitation attorney fees billed at standard hourly rates and expenses as and when incurred in connection with any action, claim or proceeding relating thereto), judgments, amounts paid in settlement, fines, penalties, assessments and taxes. Notwithstanding the foregoing, Losses shall be reduced to reflect any insurance proceeds actually recovered by the indemnified party relating to such claim; provided that this reduction shall not be applied

if to do so would excuse any insurer from any obligation to cover any loss. If an indemnified party receives insurance proceeds after it receives indemnity hereunder, then the indemnified party, within ten days after receipt of such proceeds, shall pay to the indemnifying party the amount by which the indemnifying party's payment would have been reduced if the insurance proceeds had been received before the indemnity payments were made to the indemnified party.

2. INDEMNIFICATION PROCEDURES.

In the event that any third-party claim in respect of which an indemnified party might seek indemnity is asserted against or sought to be collected from such indemnified party, the indemnified party shall deliver a notice (a "Claim Notice") with reasonable promptness to the indemnifying party, which Claim Notice shall include the amount of the Losses claimed to the extent known. The indemnifying party shall notify the indemnified party within 60 days of its receipt of a Claim Notice of the indemnifying party's position.

3. PRESUMPTIONS and EFFECT of CERTAIN PROCEEDINGS.

Upon making a request for indemnification, the indemnified party shall be presumed to be entitled to indemnification under this "Agreement" and the indemnifying party shall have the burden of proof to overcome that presumption in reaching any contrary determination. The termination of any Proceeding by judgment, order, settlement, arbitration award or conviction, or upon a plea of nolo contendere or its equivalent shall not affect this presumption or, except as determined by a judgment or other final adjudication adverse to Indemnified party, establish a presumption with regard to any factual matter relevant to determining Indemnified party's rights to indemnification hereunder.

4. PROCEDURE for DETERMINATION of ENTITLEMENT to INDEMNIFICATION.

Whenever Indemnified party believes that Indemnified party is entitled to indemnification pursuant to this Agreement, Indemnified party shall submit a written request for indemnification to the indemnifying party. Any request for indemnification shall include sufficient documentation or information reasonably available to Indemnified party for the determination of entitlement to indemnification. In any event, Indemnified party shall submit Indemnified party's claim for indemnification within a reasonable time, not to exceed five (5) years after any judgment, order, settlement, dismissal, arbitration award, conviction, acceptance of a plea of nolo contendere or its equivalent, or final determination, whichever is the later date for which Indemnified party requests indemnification. Determination of Indemnified party's entitlement to indemnification shall be made not later than sixty (60) days after the indemnifying party's receipt of Indemnified party's written request for such indemnification.

5. FEES and EXPENSES

The indemnifying party agrees to pay the reasonable fees and expenses of Independent Legal Counsel should such Independent Legal Counsel be retained to make a determination of Indemnified party's entitlement to indemnification pursuant to this Agreement, and to fully indemnify such Independent Legal Counsel against any and all expenses and losses incurred by any of them arising out of or relating to this Agreement or their engagement pursuant hereto.

6. CONTRIBUTION

To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnified party for any reason whatsoever, the indemnifying party, in lieu of indemnifying Indemnified party, shall contribute to the amount incurred by Indemnified party, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances.

7. MODIFICATION, WAIVER, TERMINATION, or CANCELLATION.

No supplement, modification, termination, cancellation or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver.

We the undersigned "Participants" agree to the provisions of this agreement.

Name	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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