

NOVEMBER 15, 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 14 years old to carry a historic long arm or pistol, 16 years old to load and fire a long arm and 18 years old to load and fire a pistol. 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 Waiver and Release (see attached).

- 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 Waiver and Release (see pages 5-8) 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 Waiver and Release).
- E. For UNITS without liability insurance, a signed WAIVER AND RELEASE FORM must be submitted to the designated State Park Safety Officer at the specified time and location. A Waiver and Release Form 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 THE ARKANSAS STATE PARKS, RECREATION AND TRAVEL COMMISSION AT THE SEPTEMBER 22-23, 2010 MEETING AND FAVORABLY REVIEWED BY THE ADMINISTRATIVE RULES AND REGULATIONS COMMITTEE OF THE ARKANSAS LEGISLATIVE COUNCIL AT THE NOVEMBER 15, 2010 MEETING.**

APPROVED BY:

  
\_\_\_\_\_  
GREG BUTTS, DIRECTOR  
Arkansas State Parks



## HISTORIC WEAPONS WAIVER AND RELEASE FOR LIVING HISTORY PARTICIPANTS

I \_\_\_\_\_, on this day \_\_\_\_\_, do hereby attest that I  
(print name) (mm/dd/yy)  
fully acknowledge that participating in living history re-enactments is potentially dangerous and can cause  
severe injury, including loss of limbs and life itself, if performed incorrectly or as a result of unforeseen  
phenomena.

My participation in living history re-enactment is voluntary.

I attest that I possess the necessary knowledge of safety procedures and training required to  
participate in living history re-enactments but understand my training in no way guarantees the continued  
safe operation of the unit or the individuals therein.

I agree to adhere to Park Directive 3240, Historic Weapons Safety Rules for Living History  
Participants.

I agree that my violation of safety rules or commands during any living history re-enactment will  
result in my expulsion from said re-enactment and its functions without recourse.

### **Release of Liability**

Being of legal age (or upon the signature of a parent or guardian) and sound mind, I release,  
indemnify and discharge the Arkansas Department of Parks and Tourism, its employees, inspectors, agents,  
officers, assigns and others connected therein ("Released Party"), consistent with the Released Party's rights  
to sovereign immunity under Arkansas law, from all claims arising out of or incident to my participation in a  
living history re-enactment in an Arkansas State Park.

If I should pursue a claim for liability against any released party in spite of this agreement, I agree to  
pay all costs and expenses, including actual attorney fees, incurred by said released party in defending the  
suit.

**Hold Harmless Condition**

If a person other than myself institutes a claim against a released party arising out of or incident to my participation in a living history re-enactment in an Arkansas State Park, I agree to pay all amounts, including damages, costs, and actual attorney fees, the released party incurs due to said claim.

**Model and Theatrical Release**

I do hereby unconditionally waive all rights to the production and reproduction of my image in any medium whatsoever while in attendance or participating in re-enactments and do hereby waive all rights to compensation of same. This shall include, but is not limited to, my image on still photography, film, videocassette, broadcast video, audio tape, and any other current or future technology capable of capturing and/or reproducing said visual or studio image.

**Severability Clause**

If any part of this document is adjudged to be unenforceable, the remaining provisions will remain intact, enforceable, and given full force and effect.

I have read and understand the above and agree to be bound as indicated by my signature below.

\_\_\_\_\_  
Unit Commander or Applicant (Print Full Name)

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Driver's License Number and State

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Print Full Name of Parent, Legal Guardian, or Responsible Adult  
(If under the age of eighteen)

\_\_\_\_\_  
Signature of Parent, Legal Guardian, or Responsible Adult

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone



