

Policy and Definitions for Upland Game Bird Apprentice Hunts

This policy is to provide overall uniformity to Apprentice Hunts conducted through the California Department of Fish and Wildlife (Department)-sponsored Apprentice Hunt Program.

Program Directives

The Department will develop and implement programs that provide Apprentice Hunters with an educational, controlled and safe setting to learn hunting skills and further develop hunter safety and a sense of hunter ethics. These Apprentice Hunts will provide beginning junior and adult hunters throughout California with a field hunting experience incorporating these principles.

I. GENERAL DEFINITIONS

Apprentice Hunt Drawing Priority Validation: The process by which newly-certified graduates of California Hunter Education, when applying through the on-line random drawing, may submit their Hunter Education Certificate number for a one time drawing priority placement in an Apprentice Hunt where Pen-raised Pheasants are released.

Apprentice Hunter: All current and prior year certified graduates of Hunter Education as well as all junior license holders.

Apprentice Hunt(s): All Department-sponsored hunts for Apprentice Hunters where Pen-raised Pheasants are released for hunting, and all Junior Hunts.

Note: this differs from Federal Waterfowl Youth Hunts in that all junior license holders, not just those under the age of 16 at the time of the hunt, are eligible to participate.

Close Proximity: The distance necessary for physical and verbal control at a normal speaking voice to assure the safety of the Apprentice Hunter and other Hunt Participants.

Contingency Plan: A document included in the Hunt Plan, prepared by the Hunt Leader or Regional Hunt Coordinator, that lists potential unplanned or undesirable situations and/or conditions that would need options in order to proceed with, modify, or cancel the hunt. (Appendix A)

Co-sponsor: An individual or organization that provides support for the Department's Apprentice Hunts.

Department: The California Department of Fish and Wildlife.

Dog Handler: A Volunteer who has experience with Hunting Dogs, provides the use of their trained Hunting Dog(s), and commands them in the Hunting Field for Apprentice Hunters.

Escort: An adult Volunteer who accompanies an Apprentice Hunter to provide direction related to safety, hunting technique and sportsmanship while in the Hunting Field.

Hunt Area: The area where an apprentice hunting event takes place. Example: check-in area, shooting range, parking lot and hunt fields.

Hunt Leader: A Department employee or certified Hunter Education Instructor assigned the duties of coordinating one or more Apprentice Hunts.

Hunt Participant: All who are in the Hunting Field during an Apprentice Hunt.

Hunt Plan: A document, prepared by the Hunt Leader or Regional Hunt Coordinator, and approved by the Regional Manager, that outlines the specifics of an Apprentice Hunt, including: type of hunt, location, land ownership, land acreage, general topography, cooperative organizations, date(s), hunter quota, drawing information, emergency information, agenda, Land Use Agreement and Contingency Plan (Appendix A).

Hunt Quota: The maximum number hunters that the Hunt Area can safely accommodate.

Hunting Dogs: Dogs trained and handled to enhance the safety, game recovery and enjoyment of hunting.

Hunting Field: The area delineated by the Hunt Leader where hunting takes place.

Junior Hunter: Any hunter in possession of a current Junior Hunting License.

Non-shooter: A Hunt Participant in the Hunting Field who is not actively hunting, including all Escorts and Dog Handlers.

Pen-raised Pheasant: A male pheasant that has been raised domestically and released for the purpose of hunting.

Permit: A document that provides legal access to hunt participants where required, and must be carried by each Hunt Participant while in the Hunting Field.

Pre-hunt Safety Briefing: An attendance-mandatory presentation given by a Department employee or a Hunter Education Instructor prior to the hunt. At a minimum, the talk will include a review of the Ten Commandments of Firearms Safety as specified in Appendix D, the responsibilities of all Hunt Participants, and an orientation specific to the Hunt Area.

Range Operator: An individual who facilitates the clay shooting range for Apprentice Hunters.

Regional Hunt Coordinator: A regional Department employee who has been assigned the duties of coordinating the Apprentice Hunts for that Region.

Release Rate: The number of Pen-raised Pheasants released per Apprentice Hunter.

Shooting, Safety Glasses: Protective eyewear with an *ANSI rating of Z87.1* or above.

State Hunt Coordinator: A Department employee in the Wildlife or Enforcement Branch who has been assigned the duties of coordinating the Apprentice Hunt Program for the State.

Volunteer: An unpaid person who meets the Department's policy requirements as a Volunteer, including having a Department-approved Volunteer Service Agreement (form can be found on the Department's Intranet). A Volunteer cannot act as a Department Volunteer at the same time the person is participating as an employee or volunteer of a cooperative organization for the Apprentice Hunt. Department employees working on Apprentice Hunts are not considered Volunteers and must have appropriate supervisory approval to participate.

Waiver of Liability: A liability document that all Hunt Participants must sign prior to the Apprentice Hunt. Signed Waivers will be maintained by the Department for 5 years.

Wild Bird: A bird that was hatched and reared in the wild.

Zone of Fire: The safe area and direction a hunter may shoot if a game bird flies through it.

II. APPRENTICE HUNT PROGRAM DESCRIPTIONS

A. Apprentice Hunts with Pen-raised Pheasants

These Hunts are for first time or novice-level hunters, targeting the newly-certified Hunter Education graduate, and are conducted with an emphasis on the application of Hunter Education principles and developing hunting and shooting skills. Using Pen-raised Pheasants allows for Apprentice Hunts to be offered in areas with optimal topographic characteristics for easy walking, safe shooting, adequate open space and dispersal of participants. Pen-raised Pheasants present a larger and slower moving target for the beginning hunter than Wild Birds, allowing more time to follow direction from their Escort and practice safe shooting skills.

Apprentice Hunts must include a Pre-hunt Safety Briefing, and may include short lessons on hunting methods, safety, wildlife management, game care and other related topics. All Hunt Participants must wear Shooting Safety Glasses and blaze orange while actively hunting. When possible, a shooting range and clay target thrower will be provided to allow Apprentice Hunters shooting practice before the hunt. Non-governmental organizations, Hunter Education Instructors and other Volunteers may provide substantial support in these Hunts by providing Dog Handlers, Escorts, safety talks, hunting/shooting instruction and approved donations. Currently, no fee will be charged for Junior Hunters. Pen-raised Pheasant hunts are the only hunts eligible for the Apprentice Hunts Drawing Priority Validation program.

B. Apprentice Junior Hunts with Wild Birds

Junior Hunts may be for any legal upland game bird species, during the general season, and are not recommended for the inexperienced hunter. All Hunt Participants must wear Shooting Safety Glasses and blaze orange while actively hunting. Although blaze orange is not required for wild turkey and dove hunts it is recommended. Wild bird hunts are not eligible for the Apprentice Hunts Drawing Priority Validation program. Hunts may be on public or private property with rougher terrain and minimal or no staffing. Participants for hunts will be selected through a random drawing process.

III. APPRENTICE HUNT TYPES

The Apprentice Hunt Program is intended to: provide beginning level and educational activities that support the directives of the Hunter Education Program; offer hunts that accommodate the needs of Apprentice Hunters; and encourage the participation in other hunting and shooting sports independently and with others.

- A. Junior Hunts** are open to all who possess a valid California Junior Hunting License and do not require an upland game bird stamp or validation. These Hunts are intended to provide Junior Hunters an opportunity to hunt in a positive, non-intimidating environment where they may learn and improve their hunting skills, and gain the experience and confidence necessary to participate in other hunting and shooting sports. Junior Hunters may be drawn for a maximum of two Apprentice Hunts per season where Pen-raised Pheasants are released. This restriction does not include hunting on a stand-by (first come, first serve) basis, open hunts, hunting on State Wildlife Areas or Federal Refuges, or non-upland game bird hunts affiliated with the Department. **All Junior Hunts are Apprentice Hunts.**

- B. Women's Hunts** are open to all who possess a valid California Hunting License and a valid upland game bird stamp or validation. Junior license holders are not required to have an upland game bird stamp or validation. These Hunts are intended to provide women of all ages an opportunity to hunt upland game birds in a positive, non-intimidating environment where

they may learn and improve their hunting skills and gain the experience and confidence necessary to participate in other hunting and shooting sports independently and with others. All legally licensed hunters, regardless of gender, are eligible to apply and cannot be excluded if drawn. **All Women's Hunts where Pen-raised Pheasants are used are by definition classified as Apprentice Hunts.**

- C. Family Hunts** are open to all who possess a valid California Hunting License and a valid upland game bird stamp or validation. Junior license holders are not required to have an upland game bird stamp or validation. These Hunts are intended to provide family groups of all ages an opportunity to hunt upland game birds together in a traditional manner where they may encourage and instruct younger participants, continue and pass on their hunting skills, establish a family activity, and provide the foundation for future hunting experiences. All legally licensed hunters are eligible to apply, and cannot be excluded if drawn. **All Family Hunts where Pen-raised Pheasant are released are by definition classified as Apprentice Hunts.**
- D. Mobility Impaired Hunts** are intended to provide an opportunity for the mobility impaired and those with other disabilities to hunt upland game birds in an environment with reduced physical barriers and competition. Additional support, guidance and mechanical assistance may be offered at these Hunts. Application may be limited to those who possess a Mobility Impaired Hunting License, Mobility Impaired Parking Permit, or other legal establishment for mobility impairment or disability. All applicants must possess valid hunting licenses and upland game bird stamps or validations. An upland game bird stamp is not required for Junior License holders. **All Pen-raised Pheasant hunts for mobility impaired hunters are by definition classified as Apprentice Hunts.**

IV. ALL APPRENTICE HUNTS (See section V for special rules regarding Apprentice Hunts using Pen-raised Pheasants)

- A.** Apprentice Hunters must possess a valid California Hunting License and upland game bird stamp or validation (not required for junior license holders).
- B.** When Hunters are selected through a random drawing process, Permits and Waivers shall be issued designating participants as an Adult Hunter, Junior Hunter or Non-Shooter. Permits must be in the participants' possession during the hunt.
- C.** Dogs must be under control and on a lead at all times when not in the Hunting Field actively hunting
- D.** Hunters must keep all guns unloaded with actions open and secured in vehicles when not in the Hunting Field, participating in shooting activities, or transporting guns between activities. When transporting guns to and from

scheduled activities, guns must be unloaded (no rounds in the magazine or chamber), safety mechanism on, and actions must be open.

- E.** For all Apprentice Hunts where hunters are selected through the random drawing process, all Apprentice Hunters, Escorts and Dog Handlers, must wear blaze (hunter) orange (hat and/or vest) while in the field. The Department may make blaze orange vests and Shooting Safety Glasses available on a loan basis. However, failure of the Department to have these items available for loan does not relieve the Hunt Participant from using these items.
- F.** Under no circumstances will anyone be allowed in front (within the Zone of Fire) of an Apprentice Hunter while hunting. This includes Dog Handlers, Escorts and Non-Shooters.
- G.** All printed materials and communications generated for public use shall contain a statement reflecting the requirements identified in E, above.
- H.** Hunters must bring their own ammunition and gun(s). No ammunition or gun may be loaned or traded at the Apprentice Hunt by Department personnel, including Volunteers.
- I.** The Hunt Leader may designate specific shot shell loads for safety or environmental purposes. This requirement shall be identified in the hunt specific drawing information and in all mailings to Hunt Participants. The use of required ammunition shall be verified by the Hunt Leader prior to allowing hunters in the field.
- J.** The attending Hunt Leader may deny the privilege to hunt or cancel a hunt if that person in his or her sole discretion deems the situation is unsafe or one or more Hunt Participant presents a safety risk to any Hunt Participant.
- K.** Use of trained Hunting Dogs for Apprentice Hunts should be strongly encouraged by the Hunt Leader when hunting upland game birds (excluding wild turkeys). Dog Handlers may be recruited by hunt staff to assist participants without dogs.
- L.** When Hunt Participants are selected through a random drawing process, all Hunt Participants are required to read and sign a Waiver of Liability before entering the field.
- M.** No vendors may sell or provide anything in exchange for a donation at Apprentice Hunts.
- N.** Hunt Quotas shall be established by the Hunt Leader to provide adequate spacing between Hunt Participants and to prevent overcrowding during Apprentice Hunts. Site layout, cover characteristics, and other factors will be considered to establish hunter density with the safety of all involved being the primary consideration and will be outlined in the hunt plan.

- O. Ideal site configuration will have a number of separate parcels and/or larger areas that can be easily designated to allow appropriate and safe distribution of hunters.
- P. All Hunt Participants entering the Hunt Field must attend the Pre-hunt Safety Briefing
- Q. Land Use Agreements must be completed for all hunts on non-Department Lands

V. ALL APPRENTICE HUNTS USING PEN-RAISED PHEASANTS

- A. Applicants with an Apprentice Hunt Drawing Priority Validation shall be placed into the Apprentice Hunt of their choice (unless quota has been reached), or their alternate choice before the random drawing process.
- B. Guns used in all activities must be unloaded, safety mechanism on, and actions must be open until Escort or Range Operator gives direction to load.
- C. All junior licensed hunters must be accompanied by an adult, at least 18 years of age. The adult must be a Non-Shooter, and it is recommended that they have a valid Hunter Education Certificate and hunting experience.
- D. When assigning Department staff and Volunteers, no more than a two-to-one ratio of hunters to Escorts shall be used in an Apprentice Hunt using Pen-raised Pheasants with Junior Hunters. Dog Handlers may not also act as Escorts. No one other than the assigned Escort and Dog Handler will accompany an Apprentice Hunter or enter the Hunting Field during the hunt.
- E. The Escort must be close enough to give direction to the Apprentice Hunter at a normal speaking voice level and to assure the firearm is handled safely. At no time may the Escorts enter the Zone of Fire or be in front of the hunter.
- F. Apprentice Hunts using Pen-raised Pheasants may be limited in time to reduce hunter fatigue and provide for more than one hunt session per day. Actual field conditions and the physical abilities of the Apprentice Hunter will dictate the length of the hunt. These must be constantly assessed by Escorts accompanying the Apprentice Hunter. Four hours for an Apprentice Hunter is optimal.
- G. All participants in Apprentice Hunts using Pen-raised Pheasants will be issued Permits when required. The purpose of the Permits is to control access and ensure the safety of Hunt Participants and the general public. Only Permit holders will be allowed access to the Hunting Field and all Permit holders must sign a Waiver of Liability and check in and out of the Hunt.

- H. A Pre-hunt Safety Briefing will be provided to all Hunt Participants immediately prior to each Apprentice Hunt. Attendance at the briefing is mandatory. If the total number of Hunt Participants exceeds 40, attendees must be broken down into groups of 40 or fewer, and the Pre-hunt Safety Briefing must be given simultaneously by more than one instructor or sequentially by a single instructor. The use of certified Hunter Education Instructors (which may include the Hunt Leader) for Pre-hunt Safety Briefings is required

The Pre-hunt Safety Briefing will include a discussion of Zone of Fire, Hunting Field boundaries, a review of this policy as appropriate, reviewing the Ten Commandments of Firearms Safety, shooting, gun handling, and Hunting Dogs. It will also include a statement that the Hunt Leader and any other Department staff present may prohibit a hunter from participating in the hunt if in his or her sole opinion it is necessary to do so to preserve the integrity of the hunting experience or the safety of the hunt. All Hunt Participants entering the Hunting Field after the Pre-hunt Safety Briefing must be provided the same briefing before entering the field.

- I. Apprentice Hunts using Pen-raised Pheasants shall be designed to emulate a hunt for wild birds whenever possible. When Pen-raised Pheasants are used, they shall be placed and released in a discrete manner that simulates as natural of a hunting experience as prevailing conditions will allow. Pheasants will be released immediately prior to each hunt. Accordingly, hunts where birds are released directly in full view of hunters will not be allowed
- J. Apprentice Hunts using Pen-raised Pheasants shall be conducted on public lands open for hunting and during the legal pheasant hunting season when possible. This will allow any birds that remain after the hunt to be utilized by the hunting public following such Hunts. Hunts held outside the legal hunting season pursuant to Title 14, California Code of Regulations section 551, must present a justification in the Hunt Plan that identifies why it cannot be held during the regular season, and must be approved by the Regional Manager.
- K. Hunt Leaders may establish minimum cover requirements depending on site availability and other factors. To ensure hunting conditions are as natural as possible, minimum cover requirement should be considered on each Hunting Field. Eighteen to 30 inches is deemed ideal cover height for pheasant hunting.
- L. The Release Rate for Apprentice Hunts using Pen-raised Pheasants shall not exceed 2.0 birds per hunter based on the Hunt Quota for the hunt. The objective of Apprentice Hunts using Pen-raised Pheasant is to provide experience and education, not to guarantee the taking of a bird. When additional pheasants are provided by organizations other than the Department, pheasants provided by the Department will be reduced in number to achieve the 2.0 birds per hunter release rate.

- M. Adult Apprentice Hunters may be drawn for one Apprentice Hunt per season, and Junior Apprentice Hunters may be drawn for two Apprentice Hunts, using pen-raised birds, per season.

VI. HUNT COORDINATION

- A. The Department's Wildlife or Enforcement Branch will assign a State Hunt Coordinator who will be responsible for administering and reporting on the state-wide Apprentice Hunts. Duties will include: working with Regional Hunt Coordinators; evaluating the regional hunts; distributing materials to Regional Hunt Coordinators; developing state-wide processes; collecting and analyzing hunt data; coordinating an annual coordinator's meeting to provide updates and information exchange with program staff; developing policy; managing the state-wide drawing process; handling media contacts, press releases, and Web page public information; and compiling an annual report.
- B. Each Department Region will utilize a Regional Hunt Coordinator who will be responsible for administering and reporting on the regional program. Duties will include: working with Hunt Leaders and the State Hunt Coordinator; evaluating Hunt Plans; maintaining a file of all approved Hunt Plans in the region; acquiring and maintaining program materials and equipment and distributing materials to Hunt Leaders; developing a schedule of hunts; providing private land liability information to State Hunt Coordinator; collecting and analyzing hunt data; contracting for the purchase and delivery of Pen-raised Pheasants (Appendix B - Specifications for Raising and Delivering Pheasants for Apprentice Hunts); handling media contacts and press releases; conducting the appropriate meetings to provide updates and information exchange with Hunt Leaders; completing Land Use Agreements (Appendix F) when hunts occur on private lands and compiling and submitting an annual report to the Upland Program Coordinator in the Wildlife Branch.
- C. Every Apprentice Hunt will be administered by an attending Hunt Leader. The duties of the Hunt Leader will include, but are not necessarily limited to, the following: recruiting, training and coordinating hunt Volunteers; providing all Volunteers with appropriate Volunteer Service Agreements (VSA), approving all VSAs and briefing Volunteers on their duties; inspecting and documenting delivered birds; acquiring and maintaining hunt materials and equipment; evaluating and determining needs for hunt safety and coordination; identifying contact information for emergency equipment and response; completing a Hunt Plan and providing the Hunt Plan to the Regional Hunt Coordinator.
- D. The specifics of each Apprentice Hunt shall be detailed in a Hunt Plan (see Appendix A for example), and approved by the Regional Manager or designee. Participant safety must be the principle factor when determining hunt location, number of participants, hunt staffing and coordination, logistics, and the type of hunt offered. Communication modes and contact numbers for local fire department, paramedics, hospital, law enforcement

(including CDFW Wildlife Officers) and emergency veterinarian will be identified in the Hunt Plan. Vehicles and equipment necessary for the care and evacuation of an injured person and a Contingency Plan for unforeseen circumstances must be identified in the Hunt Plan. When conducting a hunt on private property the Hunt Plan must contain a copy of the Land Use Agreement.

Some area conditions may dictate changes in this Policy to fit a unique situation. Where this occurs, the Regional Hunt Coordinator must get the changes approved by the Regional Manager. The Hunt Plan must clearly describe changes in the hunt that deviate from this Policy, justification for the changes and the expected results.

- E. Each Hunt Leader must develop a Contingency Plan for unforeseen circumstances such as reduced visibility from fog or other weather conditions, failure to receive Pen-raised Pheasants according to contract, and procedures in case of an emergency. Department law enforcement must be contacted immediately in the case of a shooting incident. The Contingency Plan must be included in the Hunt Plan.
- F. All Apprentice Hunts must be administered through the random drawing process and successfully drawn applicants notified of required safety equipment including Shooting Safety Glasses and blaze orange. The Department shall make available Shooting Safety Glasses and blaze orange vests on a loan basis, to participants who did not bring their own (subject to availability). However, failure of the Department to have these items available for loan does not relieve the Hunt Participant from using these items.

VII. SELECTION OF HUNTERS

- A. Apprentice Hunts are limited to youths in possession of a valid Resident or Non-resident California Junior Hunting License, and adult hunters in possession of a valid Resident or Non-resident California Hunting License and upland game bird stamp or validation.
- B. Hunters must submit applications to participate in the Department's Apprentice Hunt Program through the Automated License Data System (ALDS). In the event the ALDS is not yet programmed to accept Apprentice Hunt drawings, then those Apprentice Hunts shall use the automated random drawing system available on the Department's Web page to select Hunt Participants. Hard copies of applications will be made available upon request to Sacramento Wildlife Branch, Region Offices and License and Revenue Branch. Hard copy applications must be received by 5 pm on the closing date indicated in the hunt advertisement.
- C. In the absence of ALDS administration for hunt drawings, the State Hunt Coordinator will use the standardized statewide Drawing Policy when conducting a drawing for Apprentice Hunts (Drawing Policy Appendix E).

VIII. Post-draw Responsibilities

- A.** It is the responsibility of the State Hunt Coordinator to promptly notify applicants of their selection and provide the necessary information to participate in their hunt. This information shall include the requirements for Shooting Safety Glasses and blaze orange), recommendations for gun selection, ammunition and attire, and other requirements pertaining to Escorts accompanying the Apprentice Hunter. Information packets may include information about game animals, their natural history, habitat characteristics, game care, and other factors inherent in hunting wild game. Information packets may include questionnaires to evaluate the program and track participation. No solicitations (requests for donations, membership applications, etc.) from non-Department sources of any type may be included in the packet.
- B.** All Hunt Participants will be provided equal access to State sponsored Apprentice Hunts. Every possible effort will be made to accommodate persons with disabilities.

VIII. MEDIA

- A.** Press releases and other materials used for advertising the Apprentice Hunts will be drafted within each Region by the Regional Hunt Coordinator and provided to the Department's Office of Communications, Education and Outreach (OCEO) for editing and distribution. Press releases should be provided to OCEO staff for distribution at least two months prior to drawing deadlines and will be released by OCEO staff one month prior to drawing deadlines
- B.** The Wildlife Branch shall assist the regional offices in developing information related to hunts.
- C.** Apprentice Hunt-related public information such as schedules, applications, drawing results and important changes may be posted on the Department's Upland Game Web page, after being granted approval by the Wildlife Branch and OCEO.

APPENDIX

- A.** Hunt Plan Form
- B.** Specifications for Pen-raised Pheasants
- C.** Pre-hunt Safety Briefing
- D.** Ten Commandments of Firearms Safety
- E.** Specifications and Standards for Apprentice Hunts Automated Random Drawing System
- F.** Land Use Agreement (Requires Exhibit A, also included)
- G.** Waivers of Liability

APPENDIX A

Hunt Plan for Apprentice Hunts

REGION:

HUNT COORDINATOR: [redacted]

HUNT LEADER: [redacted]

PLAN PREPARED BY: [redacted]

SUBMITTED TO REGIONAL HUNT COORDINATOR ON: mm/dd/yyyy

Hunt: choose one

Type: choose one

Upland Game Bird Species: choose one

Hunt Date(s): mm/dd/yyyy

Quota: [redacted]

Hunt Location: [redacted]

Nearest Town: [redacted]

Land Ownership: choose one

Private Landowner Liability Insurance: Yes No

Land Use Agreement: Yes No (If yes, attach copy of agreement)

Acreage: [redacted]

General Topography: [redacted]

Average Cover Height: [redacted]

Average Cover Type: [redacted]

Department Staff: Yes No **Number:** [redacted]

Cosponsors: [redacted]

Contribution(s): [redacted]

Volunteers (number of): Escorts: [redacted]

Dog Handlers: [redacted]

Hunter Education Instructors: [redacted]

Other: [redacted]

General Assistance: [redacted]

Shooting Range: Yes No

Equipment Needs: [redacted]

Brief Schedule of Hunts: [redacted]

Emergency Contact Information:

Fire Department Location: [redacted] Phone #: [redacted]

Paramedics Location: [redacted] Phone #: [redacted]

Hospital Location: [redacted] Phone #: [redacted]

Local Wildlife Officer Name: [redacted] Phone #: [redacted]

Local Law Enforcement: [redacted] Phone #: [redacted]

Emergency Veterinarian: [redacted] Phone #: [redacted]

Type of communication equipment for emergency contact:

Radio: [redacted]

Cellular phone: [redacted]

Other: [redacted]

Vehicle designation and other equipment needed for emergency care and evacuation in case of injury: [redacted]

Additional Information: [redacted]

Regional Manager or designee

APPENDIX B

Department of Fish and Wildlife Specifications for Raising and Delivering Sixteen Week Old Pheasants for Apprentice Hunts

1. Definition: The subspecies Chinese (*Phasianus colchicus torquatus*) or Mongolian (*Phasianus colchicus mongolicus*) ring-necked pheasants or Chinese-Mongolian crosses, hereinafter referred to as pheasants.
2. Practices prohibited: The State may, in addition to any other remedies it may have, terminate this order at any time during the term thereof if the vendor practices or permits the practice of any of the following in connection with his/her flock of or individual pheasants:
 - A. Brailing of pheasants.
 - B. Allowing diseased pheasants to commingle with others in the flock.
 - C. Misrepresenting or concealing any fact concerning the health, condition, age, diet, or source of origin of any pheasant.
3. Pheasant Raising and Delivery: Pheasants furnished hereunder will be raised in accordance with the following program. The vendor may be required to furnish satisfactory proof thereof:
 - A. Only male pheasants will be delivered.
 - B. By the time of delivery, pheasants shall be at least sixteen (16) weeks of age.
 - C. At this time, pheasants shall have normal feathering, with tails at least 16 inches in length, and be free of any malformation. De-beaking, or other such methods, which cause permanent mutilation are prohibited. Use of specs is acceptable but specs must be removed before delivery.
 - D. Pheasants will be delivered in crates that contain no more than eight (8) pheasants each and of a minimum inside dimension of size of 16 inches by 34 inches by 8 inches.

Pheasants shall not be held in crates longer than 24 hours prior to delivery.

APPENDIX C

Pre-hunt Safety Briefing

The Pre-hunt Safety Briefing will cover safety and policy established for the specific Hunting Field as well as basic hunter safety review. At a minimum, the briefing will include a discussion of Zones of Fire, Hunting Field boundaries, a review of this policy as appropriate, reading the Ten Commandments of Firearms Safety, shooting rules, gun handling, and rules for dogs. All participants entering a hunt after the Pre-Hunter Safety Briefing must be provided the same briefing before entering the Hunting Field.

EXAMPLE

My name is: (Sarah Smith)

I am a: (Hunter Education Instructor, CDFW Biologist, and CDFW Wildlife Officer)

Welcome to the: (O'Neill Forebay Apprentice Junior Pheasant Hunt)

1) Review some basic firearms safety:

Ask participants what are the Ten Commandments of Firearms Safety.

Complete partial answers and add any that are left out.

2) Remind everyone that all Hunt Participants, including adult Escorts and Dog Handlers must wear Shooting Safety Glasses and blaze orange while in the Hunting Field, unless this requirement has been waived for wild turkey and dove hunts.

3) Discuss the Zone of Fire and remind everyone that they are responsible to know where others are in the field.

4) Never take an unsafe shot. It is better to pass on a shot than have an accident.

5) Under no circumstance will anyone be allowed in front of an Apprentice Hunter while hunting.

6) No shooting at low flying or running birds.

7) The Hunt Leader and any other Department staff present may prohibit an Apprentice Hunter from participating in the hunt if in his or her sole opinion it is necessary to do so to preserve the integrity of the hunting experience or the safety of the hunt.

APPENDIX D

Ten Commandments of Firearms Safety

1. Control the direction of the firearm's muzzle. Keep the safety on and fingers off the trigger at all times until ready to shoot.
2. Identify the target and what is beyond it before shooting. Know the identifying features of the game hunted and be absolutely certain that what you are aiming at is that game.
3. Treat every firearm as if it is loaded.
4. Be sure the barrel and action are clear of obstructions and that only the proper size of ammunition is used in the firearm.
5. Always unload a firearm when it is not in use, leave the actions open, carry empty firearms in a case to and from shooting areas.
6. Never aim a firearm at anything that you do not intend to shoot. Avoid all horseplay with a firearm.
7. Never climb a tree or fence, or jump a ditch or log, with a loaded firearm. Never pull a firearm towards you by the muzzle.
8. Never shoot a bullet at a flat, hard surface or at water. Make sure backstops are adequate during target practice.
9. Store firearms and ammunition separately and beyond the reach of children and careless adults.
10. Avoid all alcoholic beverages and drugs before and during shooting.

APPENDIX E

Department of Fish and Wildlife Specifications and Standards for Apprentice Hunts Automated Random Drawing System

Objective:

Have an automated application and drawing system to select hunters for Apprentice Hunts and send confirmation letters via e-mail or USPS.

Database Requirements

- Allow hunters to apply to hunts online
- Hunters may exist in database as separate entities, but may be grouped with one or more parties
- Hunters may apply to all hunts except:
 - Only Junior Hunters may apply to junior hunts
 - Only mobility impaired (MI) hunters may apply to MI hunts
- Junior hunters may be drawn for two Apprentice Hunts (according to Section I. A. in the policy)
- Adult hunters may only be drawn for one Apprentice Hunt
After a hunter is drawn for an Apprentice Hunt they are no longer eligible for additional Apprentice Hunts that season
- Hunters may be drawn for multiple Wild Bird Hunts
 - But no more than one hunt on the same day
- Hunters may enter a Priority Validation Number
 - Priority applicants (and their parties) are drawn from first; remaining spots in the hunt will be drawn from general applicants
- Automate mail merge with list of selected hunters (via e-mail or USPS)

Specific Drawing Rules

- Every adult applicant with a valid hunting license and upland game bird stamp or validation will be given equal opportunity to be selected in random drawings. Every junior applicant with a valid junior hunting license will be given equal opportunity to be selected in random drawings.
- Applications that include an Apprentice Hunt Drawing Priority Validation are only eligible for Apprentice Hunts using Pen-raised Pheasants. Every applicant with an Apprentice Hunt Drawing Priority Validation will be placed in the hunt of their choice with the remainder of the quota being filled through the random drawing process. If the first selection has a full quota, the applicant will be eligible for their other selections. Only one person on the application must have a priority validation.

- Drawings will be conducted no more than 28 days and no fewer than 21 days prior to the hunt date, and successful applicants will be notified immediately following the drawing. It is the responsibility of the State Hunt Coordinator to make sure applicants are notified promptly.
- Depending on the Hunt Quota as determined by the Hunt Leader and identified in the drawing information, applications may allow for one (1) to four (4) applicants and must include the following information for each hunter: full name, address, phone number, email and a valid hunting GO ID number. The hunting license must be valid for the year the Apprentice Hunt is scheduled.

APPENDIX F

Land Use Agreement Upland Game Bird Special Hunt Program

This Land Use Agreement (Agreement) is entered into as of _____, 2013, by and between _____ (Landowner) and the California Department of Fish and Wildlife (CDFW).

- A. Landowner owns approximately _____ acres of real property in _____ County, California, located at **[insert address]** and designated as Assessor's Parcel No(s) _____ (the Property). The Property is more particularly described in **Exhibit A** attached to and made a part of this Agreement.
- B. Landowner is willing to permit public access to the Property for purposes of apprentice hunts and related activities administered through CDFW's Upland Game Bird Special Hunt Program.
- C. The Property consists of approximately _____ acres of upland game bird habitat that is suitable for apprentice hunt activities. Landowner and CDFW desire to coordinate their efforts to conduct apprentice hunts and related activities administered through CDFW's Upland Game Bird Special Hunt Program on the Property.

NOW, THEREFORE, intending to be legally bound, Landowner and CDFW agree as follows:

1. Landowner grants to CDFW, and to its personnel, volunteers, contractors and hunt participants, a non-exclusive license to enter upon and use the Property **[and the right of ingress and egress to and from the Property?]**, subject to the terms and conditions of this Agreement, for the purpose of conducting apprentice hunts and related activities administered through CDFW's Upland Game Bird Special Hunt Program.
2. This Agreement shall be effective upon execution by the last party to sign it and shall continue until terminated by written notice given by one party to the other party. Termination shall be effective on the later of (a) the date specified in the notice of termination or (b) the 21st day after the notice of termination is given.
3. The rights granted in this Agreement are subject to all covenants, conditions, restrictions and other matters concerning use of the Property as are within the actual knowledge of CDFW.
4. CDFW shall:
 - a. Conduct hunt activities on the Property in accordance with the Upland Game Bird Special Hunt Guidelines (*Policy and Definitions for Upland Game Bird Apprentice Hunts, July, 2014*).

- b. Determine hunt dates for the Property that are mutually acceptable to Landowner and CDFW. The parties agree that _____, 2013 is one such mutually acceptable hunt date.
 - c. Coordinate hunt activities with the Landowner.
 - d. Provide all equipment and supplies necessary to administer the hunt, including portable toilet facilities.
 - e. Clean up rubbish generated by hunt activities and dispose of the rubbish in an appropriate location.
 - f. Repair any damage to the Property caused by the hunt.
 - g. Obtain liability insurance in such form and amount as CDFW customarily obtains for apprentice hunts for the hunt date(s) selected at the Property.
5. Landowner shall:
- a. Provide access to the Property for CDFW personnel, volunteers, contractors and hunt attendees for the implementation of apprentice hunt program activities.
 - b. Maintain the Property to ensure safe driving and field conditions for CDFW personnel, volunteers, contractors and all participants in apprentice hunt program activities.
 - c. Permit [CDFW?] to release [specify, e.g., 25 male ring neck pheasants] within the designated hunting area on the Property for each hunt.
6. Parking will be designated by Landowner and CDFW's Upland Game Bird Special Hunt Coordinator prior to each hunt date.
7. CDFW vehicles will be allowed access throughout the Property [during each hunt/on each hunt date?].

8. Any off limit areas will be designated by Landowner and the CDFW Upland Game Bird Special Hunt Coordinator prior to each hunt.
9. One Junior Apprentice [*Pheasant*] Hunt will be conducted on the Property on _____, 20___. CDFW, its personnel, volunteers and contractors may enter and use the Property for site preparation (including hunt site set up, hunt area marking and portable toilet drop off) on _____, 20___. CDFW, its personnel, volunteers, contractors and hunt participants may enter and use the Property for the Junior Apprentice [*Pheasant*] Hunt on _____, 20__.
10. The schedule of hunts for the _____, 20__ Junior Apprentice [*Pheasant*] Hunt will be as follows:
 - Ex: Hunt Check-in: 7:00 am
 - Ex: Junior Apprentice Hunt: 8:30 am -10:30 am
 - Ex: Hunt clean up: 11:00-12:00 pm

Following the hunt each person who participated in the hunt and did not accomplish his or her 2-bird bag limit **MAY** be permitted by the Hunt Leader to hunt for an additional 60 minutes to try to achieve their 2-bird limit.

If CDFW determines that weather conditions on the day of the hunt could impair visibility (and hence, safety), the CDFW Upland Game Bird Special Hunt Coordinator may delay the hunt until conditions improve. All parties acknowledge this may cause a revision of the above schedule.

11. CDFW will remove all temporary field boundary signs posted for the hunt. CDFW staff will make arrangements with the portable toilet vendor for pick up on _____, 20__.
12. In the event of inclement weather CDFW may deem it necessary to cancel or postpone any hunt. If a hunt is postponed, CDFW will notify the Landowner and set up a mutually acceptable alternate hunt date. If an alternate hunt date cannot be agreed upon then CDFW may cancel the hunt.
13. Any notice required under this Agreement shall be in writing and addressed as follows:

Landowner:

CDFW:

All notices and communications given under this Agreement shall be deemed to have been duly given and received: (i) upon personal delivery, or (ii) on the third business day after mailing by United States Certified Mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the next business day after deposit (for next day delivery) with FedEx or other similar overnight courier service. Either party may change its address for notice by giving notice of change of address to the other party according to this Section 13.

The CDFW Upland Game Bird Special Hunt Coordinator is: [*name, title, address, phone, email*]. CDFW may change its Upland Game Bird Special Hunt Coordinator by written notice to Landowner given according to this Section 13.

14. This Agreement supersedes any and all prior understandings and agreements, whether written or oral, of the parties with respect to the subject matter of this Agreement. No alteration or variation of this Agreement shall be valid unless made in writing and signed by Landowner and CDFW.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the last written date below.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By: _____

_____, Regional Manager

_____ Region

Date: _____

LANDOWNER

Date: _____

APPENDIX G

Waivers of Liability

State of California - The Resources Agency

EDMUND G. BROWN JR., Governor



DEPARTMENT OF FISH AND WILDLIFE
Upland Game Bird Special Hunts Program
2013-2014 Liability Waiver: Adult Participants



READ, INITIAL AND SIGN BEFORE HUNT DAY

Waiver of Potential Claims and Release of Liability

I _____, as a condition of my being able to participate in hunting activities on State property acknowledge and represent to the State of California each of the following:

1. Hunting is an inherently dangerous activity that can result in serious injuries or death caused by myself or other people who are present, participating in or watching such activities. _____

Initial

2. Hunting also includes an inherent risk of serious injury or death caused by conditions of the land, including both defects in or improvements thereto, or natural conditions including animals (whether those being hunted or not) on the property. The State has not made any representations that the conditions of the property are suitable for hunting or that the property is free from defects. _____

Initial

3. I acknowledge that in allowing me to participate in hunting activities on State property, the State owes me no duty to supervise the activity or the persons participating in or watching the activity. I further acknowledge that by providing rules, signs, guides, chaperones or other volunteers to assist in hunting activities, neither the State, its agents, employees and/or volunteers owe me any duty whatsoever to supervise or control the actions of myself or other persons participating in, watching the activity or on the property. _____

Initial

4. Waiver And Release Of Claims: I hereby expressly waive any right that I might have to sue the State, its agents, employees and/or volunteers for any physical or emotional injuries, illnesses, death or other damages that I might suffer as a result of participating in hunting activities on State property. _____

Initial

5. Waiver And Release Of Claims Based On Negligence: In addition to the inherent dangers involved in hunting on State property described above, I further acknowledge that serious injuries or death may be caused by the negligent acts of State employees, its agents, volunteers or other persons which increase the risk of injury beyond those normally anticipated while hunting. I hereby expressly agree to assume the risk that I may be seriously injured or killed through the negligent acts of others. I agree to waive any right I may have to sue the State, its agents, employees and/or volunteers for injuries or death that I may suffer arising out of participating in hunting or related activities including physical or emotional injuries, illnesses or death caused by the negligent acts of the State, its agents, employees, volunteers or other persons. _____

Initial

Prior to executing this waiver and release of liability, I was given the opportunity to thoroughly read the entire document and to consult my own legal counsel regarding the potential effect of signing this agreement. I hereby consent to be bound by its terms and conditions.

PLEASE READ, SIGN AND BRING WAIVER TO CHECK IN ON THE DATE OF THE HUNT. YOU MUST SUBMIT A WAIVER IN ORDER TO PARTICIPATE IN THIS UPLAND GAME BIRD HUNT

Signature _____ Date _____

Printed Name _____

Conserving California's Wildlife Since 1870



DEPARTMENT OF FISH AND WILDLIFE
Upland Game Bird Special Hunts Program
2013-2014 Liability Waiver: Minor (under the age of 18) Participant



READ, INITIAL AND SIGN BEFORE HUNT DAY

Waiver of Minor's Potential Claims and Release of Liability

I, _____, am the legal parent/guardian of _____, a minor under the age of 18 years (the "Child"), as a condition of the Child being able to participate in hunting activities on State property, I hereby acknowledge and represent to the State of California each of the following:

1. Hunting is an inherently dangerous activity that can result in serious injuries or death caused by myself, the Child or other people who are present, participating in or watching such activities. _____ Initial

2. Hunting also includes an inherent risk of serious injury or death caused by conditions of the land, including both defects in or improvements thereto, or natural conditions including animals (whether those being hunted or not) on the property. The State has not made any representations that the conditions of the property are suitable for hunting or that the property is free from defects. _____ Initial

3. I acknowledge that in allowing the Child to participate in hunting activities on State property, the State owes the Child no duty to supervise the activity or the persons participating in or watching the activity. I further acknowledge that by providing rules, signs, guides, chaperones or other volunteers to assist in hunting activities, neither the State, its agents, employees and/or volunteers owe the Child any duty to supervise or control the actions of the Child or other persons participating in, watching the activity or on the property. _____ Initial

4. Waiver And Release Of Claims: I hereby expressly waive any right that the Child might have to sue the State, its agents, employees and/or volunteers for any physical or emotional injuries, illnesses, death or other damages that the Child might suffer as a result of participating in hunting activities on State property. _____ Initial

5. Waiver And Release Of Claims Based On Negligence: In addition to the inherent dangers involved in hunting on State property described above, I further acknowledge that serious injuries or death may be caused by the negligent acts of State employees, its agents, volunteers or other persons which increase the risk of injury beyond those normally anticipated while hunting. I hereby expressly agree that the Child assumes the risk that the Child may be seriously injured or killed through the negligent acts of others. I agree to waive any right the Child may have to sue the State, its agents, employees and/or volunteers for injuries or death that the Child may suffer arising out of participating in hunting or related activities including physical or emotional injuries, illnesses or death caused by the negligent acts of the State, its agents, employees, volunteers or other persons. _____ Initial

Prior to executing this waiver and release of liability, I was given the opportunity to thoroughly read the entire document and to consult my own legal counsel regarding the potential effect of signing this agreement. I hereby consent to be bound by its terms and conditions and consent to the Child being bound by its terms and conditions.

PLEASE READ, SIGN AND BRING WAIVER TO CHECK IN ON THE DATE OF THE HUNT. YOU MUST SUBMIT A WAIVER IN ORDER TO PARTICIPATE IN THIS UPLAND GAME BIRD HUNT

Signature _____ Date _____
(Parent/Guardian)

Printed Name _____
(Parent Guardian)

Conserving California's Wildlife Since 1870

EXHIBIT A (FOR LAND-USE AGREEMENTS)

(Insert/Attach Description of Property)