



**DEPARTMENT OF THE NAVY**  
COMMANDING OFFICER  
NAVAL AIR STATION  
700 AVENGER AVENUE  
LEMOORE, CALIFORNIA 93246-5001

IN REPLY REFER TO:  
NASLEMINST 1710.4  
N92

**NOV 15 2018**

NAS LEMOORE INSTRUCTION 1710.4

From: Commanding Officer, Naval Air Station Lemoore

Subj: POLICIES GOVERNING THE LEMOORE OFF-HIGHWAY VEHICLE CLUB

Ref: (a) CNICINST 1710.3 of 14 June 13

Encl: (1) Naval Air Station (NAS) Lemoore Release of Liability Agreement

1. Purpose. To establish controls, policies, and procedures governing the operation of the Lemoore Off-Highway Vehicle club (LOHV), as set forth in reference (a). This is a new instruction and should be read in its entirety.

2. Scope. This instruction applies to all personnel who use the LOHV, and has the following aims and goals:

a. To provide recreational facilities and services.

b. To conduct recreational activities approved through the NAS Lemoore Commanding Officer and the Fleet and Family Readiness (FFR) Director.

c. To stimulate interest in off road activities, promote good rider conduct, and safety while operating vehicles during recreational activities.

d. To classify and establish the Lemoore off-highway vehicle club operation as a special interest group/program under the Morale Welfare and Recreation (MWR) umbrella as defined in reference (a). The LOHV shall operate on a not-for-profit basis and will not receive additional funding from the NAS Lemoore FFR/MWR Non-Appropriated Fund (NAF) Department.

3. Responsibilities

a. Commanding Officer. The Commanding Officer, NAS Lemoore, provides the location to operate the LOHV and retains overall control of the same through the FFR Department, NAS Lemoore.

b. Fleet and Family Readiness (FFR). The FFR Director shall be responsible for general oversight of the LOHV and shall ensure that this instruction is disseminated to applicable personnel and adhered to. The FFR Director shall ensure that the grounds and constructed facilities are maintained, by the club members, in accordance with NAS Lemoore guidance and

standards.

c. President. The President is responsible for the overall operation, administrative and safety functions of the LOHV Club and shall be an active duty or retired military member. The President shall be responsible for drafting and publishing Standard Operating Procedures (SOPs) regarding the general day-to-day operation of the LOHV Club. All SOPs shall comply with current NAS Lemoore instructions and be endorsed by the FFR Director. The President shall ensure all members are aware of and comply with all published instructions, rules and SOPs. The President shall resolve member grievances and disputes and manage any disciplinary actions that should be required. The President shall function as a signatory of the club's bank account. The President shall submit a yearly report/brief to the FFR Department. This report shall include current membership statistics, financial status, and any other information or issues that may require the attention of the FFR Director or Commanding Officer.

d. Vice President. In the absence of the President, the Vice President shall assume all responsibilities of the President. The Vice President shall be responsible for all general duties and responsibilities as delineated in the club SOPs including but not limited to, new member orientation and safety adherence and shall be an active duty or retired military member.

e. Secretary/ Treasurer. The Secretary and treasurer shall maintain all required administrative records including meeting notes, post current regulations and maintain member files. In addition, they shall collect all required fees, make deposits, report all delinquencies to the President, reconcile bank accounts and ensure records are available for audit purposes at all times. The Treasurer may not function as a signatory of the club's bank account.

f. Track Safety/ Maintenance Officer. The track safety and maintenance officer shall have oversight of all equipment and activities. In general, they assume the responsibility for minimizing safety risks and periodically inspect the facilities to ensure safe operation. The Safety Officer will also maintain an accident trend analysis. All discrepancies noted shall be brought to the attention of the executive committee so corrective action can be taken.

#### 4. Voting Procedures

a. Elections for new officers shall be conducted once a year. Members, who know prior to volunteering that they cannot complete a full term of office due to a Permanent Change of Station (PCS) move or other known circumstances, are not eligible for election to the Executive Committee. In the event of a resignation or short notice departure of an elected officer, the club shall elect a replacement officer within 30 days via a special election. It is the responsibility of the President to coordinate all elections. For officer elections, the following applies:

(1) A nomination sheet will be posted at the club 30 days prior to the election. All nominees must be active club members in good standing. Any member wishing to decline a nomination may do so prior to the election.

(2) Members are considered in good standing and able to fully participate in elections immediately upon joining the LOHV and the membership fees are paid.

(3) Each member/family unit may cast only one ballot per office. Members must vote on site at the designated election meeting. The President will publish the election date when nomination sheets are posted.

(4) A simple majority vote shall constitute a win.

b. For issues affecting the majority of the membership, the President is responsible for scheduling a club meeting, outlining the issues, and conducting a vote. A quorum of 70 percent of all voting members is required to conduct a vote. A simple majority vote of the quorum will determine/resolve the issue. Each family unit is entitled to only one vote.

#### 5. Financial Responsibilities

a. The LOHV club will bear full financial responsibility for the construction, maintenance, and support of the land and facilities assigned, including utilities (trash), and basic grounds maintenance. FFR will not be financially responsible in any way for this special interest group/program.

b. Funds collected shall be deposited into the bank account. Money deposited shall be for the sole use of the Lemoore off highway Club. Designated signatories for the bank account are the President and Vice President.

c. Club funds shall be used to operate and maintain the facility at a safe and functional level and support any related promotional or community events. Club funds are not to be used for parties, gifts, or projects (other than directly related to the realm of normal day to day operations.) The use of funds for special projects requires a vote and written approval of the FFR director. All vote approvals shall be noted in meeting minutes.

d. As a special interest program under the FFR Department, the LOHV Club shall be subject to financial and operational audits on a regular basis. The Treasurer shall ensure records are available for audit review upon request by either the FFR Department or the installation Inspector General. If the Treasurer is not available the President shall provide the required records/documents.

e. The LOHV club shall maintain a commercial liability insurance policy of at least \$1,000,000.00/per incident in coverage. A copy of the current policy will be provided to the FFR Department. Upon renewal, subsequent policy documents will be submitted to the FFR Department. In addition, all personnel utilizing this facility will complete enclosure (1) and retain the original in each members file.

6. Dues. Membership dues must be paid and noted in membership spreadsheet with the club President prior to an individual becoming a club member.

a. The following basic fee structure shall be adhered to and is established to ensure the financial solvency of the program:

(1) Annual Fee for individual club members \$120.00

(2) Annual family member Fee \$200.00

b. All fees are subject to change without notice for potential new members. Any change in fees applicable to existing members will require a 30 day written notice to members. Fees may not be reduced without the written consent of the Commanding Officer. Discounts of any kind are not authorized.

c. All voting members/family units are required to contribute six hours a quarter toward routine grounds maintenance and special projects. This volunteer work is in addition to the general maintenance requirements. The focus of this volunteer effort is to make repairs and improve common areas and facilities and to complete special projects as required after appropriate approval. Work day schedules will be coordinated by the club President and records of attendance shall be maintained.

## 7. Disciplinary Actions

a. The Executive Committee shall determine whether termination of membership is appropriate and recommend such action, in writing, to the Commanding Officer, via the FFR Director for approval. Only the Commanding Officer may authorize a termination of membership for cause.

b. Any member may report an infraction of the rules to the President or Vice President. Any infraction substantiated by the Executive Committee shall result in a written warning. A subsequent infraction shall result in a three month probation. Members on probation are considered members not in good standing during their probationary period. A third infraction shall result in a termination recommendation.

c. If a member wishes to appeal a probationary notice they may do so to the MWR Director, in writing only, within five (5) days of receiving the probation notice. The appeal must contain justification and any supporting documentation available for consideration. The MWR Director will render a determination within ten (10) days and the MWR Director's determination will be final.

## 8. General Rules and Regulations

a. Safety of all persons is paramount and the responsibility of every member. Extreme care shall be taken by each member to ensure safe off road riding practices are exercised. Members endangering their own safety or the safety of others shall be barred from future use of the LOHV Club facility.

b. The LOHV club is an unsupervised facility. Adults must supervise minors under the age of 18 at all times. Members with children under the age of 18 are responsible for their children's actions and safety when using the track.

c. Garbage, including bulk items, shall be placed in proper trash receptacles and removed from the property by club members.

d. All members, or an adult from each family unit, shall attend club meetings in order to remain in good standing.

e. The grounds immediately around and within the facility shall be kept tidy and free from unsightly and or extraneous objects.

f. Fires are not permitted in and around the facility.

## 9. Facility Use

a. Prior to constructing any building, moving fence lines, selecting paint colors or changing the property infrastructure in any way, the project must be approved by the Executive Committee and submitted to the Commanding Officer, in writing, via the FFR Director for final written approval prior to execution of the planned work. All individual temporary additions (i.e., temporary fencing, shade structures, etc.) shall be preapproved by the Executive Committee.

b. Operating a business for individual profit on the grounds is prohibited. Events or services provided by the club as fund raising activities for the club are authorized.

c. Members shall be held responsible for all damage caused by themselves or family members and guests. All damage must be repaired immediately.

## 10. Canine Regulations

a. Dogs are not permitted on the track during riding operations, however are allowed during working days.

b. Dogs must be supervised at all times. Owners are responsible for the cleanup after their pet.

c. Any dog bite must be reported to NAS Lemoore Security, and a report completed. All actions required by NAS Lemoore Security must be complied with, including possible quarantine of the animal.

11. Disestablishment. In the event of financial insolvency, catastrophic facility failure, lack of patronage, or any other set of circumstances whereby the Commanding Officer deems closure the best course of action, the Commanding Officer may direct the disestablishment of this program. In the event of disestablishment, FFR Department will follow the guidelines set forth in reference (a) for disestablishment and liquidation of assets and liabilities.

12. Miscellaneous. Items or issues not covered within this instruction are the direct responsibility of the San Joaquin Valley Rod and Gun Club President and will be brought to the attention of the FFR Department.

13. Records Management. Records created, as a result of this instruction, regardless of media and format, will be managed per SECNAV M-5210.1

14. Review and Effective Date. Per OPNAVINST 5215.17A, the Fleet and Family Readiness Department will review this instruction annually around the anniversary date of its issuance date to ensure applicability, currency, and consistency with Federal, Department of Defense, Secretary of the Navy and Navy policy and statutory authority using OPNAV 5215/40 Review of Instruction. This instruction will be in effect for 10 years, unless revised or cancelled in the interim, and will be reissued by the 10-year anniversary date if it is still required, unless it meets one of the exceptions in OPNAVINST 5217.17A, paragraph 9. Otherwise, if the instruction is no longer required, it will be processed for cancellation as soon as the need for cancellation is known following the guidance in OPNAV Manual 5215.1 of May 2016.



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NOV 15 2018

**Naval Air Station Lemoore  
Morale, Welfare, and Recreation  
RELEASE OF LIABILITY AGREEMENT**

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

I understand and agree that I am voluntarily participating in any activity associated with Lemoore Off-highway Vehicle Club NAS Lemoore, and that such activities may be dangerous. Nonetheless, I, \_\_\_\_\_, residing at \_\_\_\_\_, agree for myself and \_\_\_\_\_,

(Name of minor this agreement is applicable to)

my successors, heirs, and assigns, to indemnify and save and hold harmless the Department of Defense; the Department of the Navy; the United States Navy; Naval Air Station (NAS) Lemoore; and Fleet and Family Readiness Department, as well as all officers, agents, and employees thereof, in both their professional and personal capacities, from and against all losses, damages, claims, liabilities, and causes of action of every kind of character and nature, as well as costs and fees, including reasonable attorney's fees connected therewith, and the expenses of the investigation thereof, based upon or arising from the use of and participation in the Lemoore Off-highway Vehicle Club NAS Lemoore, or the presence and/or actions of myself, my family members and guests at the Lemoore Off-highway Vehicle Club, NAS Lemoore.

In the presence of this witness, I have freely and with opportunity to review this agreement, read and executed this agreement, with full knowledge and understanding of its contents and for the purposes and considerations set forth herein this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Acknowledge/date

\_\_\_\_\_  
Witness/date

\_\_\_\_\_  
Sponsor's Signature

\_\_\_\_\_  
Print full name

\_\_\_\_\_  
Guest Signature

\_\_\_\_\_  
Print full name

\_\_\_\_\_  
Address