

**Papago Archery Association, Inc.
ASSUMPTION OF RISK, INDEMNITY,
AND RELEASE AND WAIVER OF LIABILITY AGREEMENT**

**BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF DEATH,
INJURY OR PROPERTY DAMAGE**

In consideration of the permission granted to compete and participate in Archery (Activity), I represent I understand the physical nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate. **I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participating in the Activity.**

I fully understand this Activity is physically and mentally demanding; this Activity involves risks of permanent catastrophic bodily injury, including permanent disability, paralysis, and death or property damage, which may be caused by my own actions or inactions, those of others participating in the event, or the conditions in which the event takes place, and there may be other risks either not known to me or not readily foreseeable.

I declare I am in good health and physical condition, and that I can physically and mentally participate in the Activity. I acknowledge the existence of certain rules and procedures concerning my participation in using equipment, facilities and premises, and I agree to abide by those rules and procedures. I agree to inspect the equipment and facilities prior to participating, and to immediately report any unsafe conditions to Papago Archery Association, Inc. I agree that if I believe the conditions of the equipment or facilities to be unsafe, I will immediately discontinue use of such equipment or facilities and notify Papago Archery Association, Inc. If I am injured, I authorize Papago Archery Association, Inc. to obtain or provide emergency medical treatment and I will be responsible for the costs of such treatment.

UNDERSTANDING AND AGREEING TO THE ABOVE, I AGREE TO ASSUME ALL RISKS INVOLVED.

I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, Papago Archery Association, Inc., their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the activities take place from all liability, claims, demands, losses, or damages on account caused or alleged to be caused in whole or in part by the negligence of those listed or otherwise, including negligent rescue operations and agree that if, despite this release, I or anyone on my behalf makes a claim against any of those listed, I will indemnify, save and hold harmless each from any litigation expenses, attorney fees, loss liability, damage or cost any may incur as the result of any such claim.

I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Papago Archery Association, Inc., from any claims, liability, demands, losses, or damages on my account in any way related to my participation in or use of any Papago Archery Association, Inc. activities or facilities caused or alleged to be caused in whole or in part by: (a) defective or dangerous equipment, facilities or premises; or (b) the negligence of Papago Archery Association, Inc. related to instruction, supervision, failure to warn, or the maintenance of the equipment or facilities, including negligent rescue operations or emergency medical treatment or (c) my participation in the Activity. I further agree that if my heirs, administrators, executors, or assigns should demand, claim, sue, or aid in any way such demand, claim, or suit, I agree for myself, my heirs, administrators, executors, and assigns to indemnify or anyone on my behalf makes a claim against Papago Archery Association, Inc., I will indemnify, save, and hold harmless Papago Archery Association, Inc. from any litigation expenses, attorneys' fees, loss, liability, damages, or costs incurred as the result of such claims.

I also understand and agree that any archery equipment I am renting or using is being rented **AS IS** to participate on the archery range. While the equipment is in my possession, **I am solely responsible for the equipment rented to me.** I agree to be held liable for all damages or loss to Papago Archery Association, Inc. equipment caused by my negligence, willful misconduct, dishonesty, or fraud.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER. I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE THAT IT IS A CONTRACT, THAT IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY OF ALL CLAIMS. I ACKNOWLEDGE THE POSSIBLE HAZARDS OF ARCHERY AND I AM FULLY AND VOLUNTARILY WAIVING ALL LIABILITY THAT MAY ARISE BECAUSE OF THIS PARTICIPATION AFTER FULL CONSIDERATION OF THE RIGHTS I AM WAIVING. THIS WAIVER IS IN CONSIDERATION OF MY BEING ALLOWED TO PARTICIPATE IN ARCHERY WITH THE PAPAGO ARCHERY ASSOCIATION, INC.

Printed Name

Date

If participant is under the age of eighteen (18) years, please provide parental consent below:

The undersigned parent, and natural guardian or legal guardian, does represent he/she is acting in such capacity, and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage which may be imposed upon said parties because of any defect in or lack of such capacity to so act; and release said parties for the minor and the parties or legal guardian.

Printed Name of Minor

Date

Signature of Parent or Legal Guardian

Printed Name of Parent or Legal Guardian