

ARCHERY

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of 1UP Recreation allowing me or my ward, the undersigned, to participate in any **1UP Recreation** programs (“Event” or “Events”); I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the “Agreement”):

1. **STATEMENT OF HEALTH AND SAFETY:** I understand that archery is a physically demanding sport and hereby certify that I am and/or my child/ward is in good health and in proper physical condition and do not have any mental or physical conditions or impairments which would preclude my ability to safely participate in such activities. I further agree that I am responsible for my own health and safety at any Events, and that I will immediately discontinue participation in any Events if I have any health or safety concerns.
2. **ACKNOWLEDGMENT OF RISK:** I knowingly, willingly and voluntarily acknowledge the inherent risks associated with participation in the sport of archery and understand that my participation in any Archery program involves risks and dangers including, without limitation, the potential for serious bodily injury, sickness and disease (including communicable diseases, virus or bacteria), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; facilities or premises issues, including hazards resulting in slips, trips and falls; accidents involving other participants, event staff, volunteers, spectators or the general public; contact or exposure to other participants, including participants of varying skill levels; adverse weather conditions; travel risks; equipment failure, including protective equipment; inadequate safety measures; situations beyond the immediate control of the Event or Events organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”).
3. **ASSUMPTION OF RISK:** I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in or volunteering at the Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Events.
4. **WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY:** In conjunction with my participation in any 1UP Recreation programs, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: 1UP Recreation, program staff, program participants (including registered participants, instructors/counselors and other personnel), the owner, organizer, promoters, sponsors or advertisers of any Program; the owners, lessors or managers of any facilities or premises where a Program takes place; and all directors, officers, agents, administrators, contractors, employees or volunteers of any of the aforementioned parties (Individually and Collectively, the “Released Parties” or “Program Organizers”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate in any way to my participation in any 1UP Recreation program including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. If, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

PHOTO RELEASE: In the event that I am or my child/ward is photographed, filmed, or recorded while participating in 1UP Recreation activities, 1UP Recreation or other partnering organizations approved by 1UP Recreation may use the photo, film, or recording for publicity, promotional, or instructional purposes.

Participant Consent

By signing below, I warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), and intend for my signature to serve as confirmation of my complete and unconditional acceptance of this Agreement.

NAME OF PARTICIPANT (PRINT): _____ DATE OF BIRTH: ____/____/____

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NAME OF PARTICIPANT (PRINT): _____ DATE OF BIRTH: ____/____/____

NAME OF PARTICIPANT (PRINT): _____ DATE OF BIRTH: ____/____/____

NAME OF LEGAL GUARDIAN (IF PARTICIPANT(S) IS UNER THE AGE OF 18 YEARS) (PRINT): _____

X _____

Date: _____

Signature of Participant OR Legal Guardian (IF PARTICIPANT IS UNER THE AGE OF 18 YEARS)