

WEST MICHIGAN ARCHERY CENTER RELEASE FROM LIABILITY / MEDIA RELEASE



I understand the nature of WMAC and USA Archery Activities and the Minor's experience and capabilities and believe the Minor to be qualified to participate in such Activity. I further acknowledge that my (and any minors, if signing on their behalf) activities will be conducted in facilities open to the public. I, the Releasor, being of lawful age (or, in the case of a minor, through his/her parent or guardian) hereby releases the West Michigan Archery Center and Top Nock JOAD, its officers, agents, board members, volunteers, their heirs, administrators and executors, (herein collectively referred to as "WMAC").

I, the Releasor, in consideration of being permitted to participate in various shooting disciplines and activities at the WMAC facility, either as a registered participant in WMAC activities or guest, do for myself, my spouse, legal representatives, heirs, assigns and subrogors, hereby release, waive, and forever discharge WMAC from any and all liability for any and all losses and damages of any type or kinds, and from any and all claims, suits, demands, actions or rights of actions, of whatever kind, either in law or equity, arising from or by reason of death, personal injury known or unknown, or property damage resulting from any incident which may occur during the Releasor's presence at the WMAC facility, and/or participation in any activity, whether caused in whole or in part by the WMAC or any other person or thing at the host while Releasor is present. Releasor, and his/her parent or guardian in the event the Releasor is a minor, agree to fully indemnify, defend and hold WMAC harmless for all Releasor's actions or omissions while at the host. There is no limit to this indemnity.

I, the Releasor, assume full responsibility for the risk of bodily injury, death or property damage due to the negligence of WMAC or any third party or thing while at the WMAC facility, and while competing, officiating, working, spectating, or for any purpose at the WMAC or Top Nock JOAD facility.

I, the Releasor, fully and completely release WMAC and any of its related parties of and from all liability to the Releasor and to anyone or any entity claiming by, through, or under the Releasor, by subrogation or otherwise, it being the Releasor's intent to fully waive and release all subrogation rights.

I, the Releasor, agree that this release constitutes the entire agreement between the Releasor and WMAC and its affiliated parties, and that the terms of this release are contractual and not a mere recital, and the same shall continue in full force and be applicable to any and all activities the Releasor attends while at the WMAC and/or Top Nock JOAD facility.

I, the Releasor, agree that this Release from Liability Agreement, is intended to be as broad and inclusive as permitted by law, and that if any portion hereof is held invalid, the balance hereof will continue in full force and effect.

BY AGREEING, I, THE RELEASOR, HAVE CAREFULLY READ THIS RELEASE AND UNDERSTAND ALL OF ITS TERMS. I, THE RELEASOR, EXECUTE THE SAME VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS CONTENT AND SIGNIFICANCE.

The archer must follow posted safety guidelines for shooters at the facility, and recognized safety guidelines as identified in any event or tournament hosted by WMAC and/or its constituent leadership.

**WEST MICHIGAN ARCHERY CENTER
WAIVER AND RELEASE CONSIDERATIONS FOR**



Waiver and Release of Liability, Assumption of Risk, and Parental Consent and Indemnity Agreement for Minors Under Age 18

In consideration of my minor child being permitted to participate in any way in West Michigan Archery Center or Top Nock JOAD activities (hereby referred to as “WMAC Activities”) and USA Archery sponsored Activities, I agree to all of the following:

1. I understand the nature of WMAC and USA Archery Activities and the Minor’s experience and capabilities and believe the Minor to be qualified to participate in such Activity. I further acknowledge that I and the Minor are aware the activity will be conducted in facilities open to the public during the Activity. I further agree and warrant and will instruct the Minor that if at any time the Minor believe conditions to be unsafe, he/she will immediately discontinue further participation in the Activity.
2. I FULLY UNDERSTAND that (a) WMAC and USA Archery activities involve risks and dangers of SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“Risks”); (b) these Risks and dangers may be caused by the Minor’s own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasee’s listed below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time, and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES incurred as a result of the Minor’s participation in the Activity.
3. I have been informed and understand that certain Activities involve instruction related to archery shooting technique and may involve physical contact with the participant by the assigned instructor. The bodily areas of contact that may be touched by the instructor include, but are not limited to, the head, hands, arms, hips, back, shoulders, and feet.
4. I acknowledge that pictures or video or audio recording of the Activity will be taken periodically. I authorize WMAC and USA Archery to use any photos, videos, and likeness in all forms and media for advertising, editorial, and all other lawful purposes. I irrevocably authorize WMAC and/or USA Archery to edit, alter, exhibit, publish, or distribute such media for purposes of promoting archery programs or events, and any other lawful purpose. I waive my rights to any compensation and release the photographer and WMAC from all forms of claims and liability related to photo usage. I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears.
5. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS WMAC AND USA ARCHERY, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessor of premises on which the Activity takes place (each considered one of the Releasees herein) from all liability, claims, demands, losses, or damages on the minor’s account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the Minor, or anyone on the Minor’s behalf, makes a claim against any of the Releasees named above, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF SUCH CLAIM.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AND THE MINOR HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT (ON THE OPPOSITE SIDE OF THIS DOCUMENT), AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAW, AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.