

# 2015-16 KENNESAW ARCHERY

## Waiver & Photo Release

Expires June 30, 2016

<b>OFFICE USE ONLY</b>	Received: ___/___/___
KAC # _____	S/JOAD # _____
USA Archery Member ___No ___Yes # _____	

**Parent or legal guardian must sign waiver.**

**PLEASE PRINT** Date: \_\_\_/\_\_\_/\_\_\_ USA Archery Member Number: \_\_\_\_\_ Expiration Date: \_\_\_/\_\_\_/\_\_\_

Archer's Name: \_\_\_\_\_ Date of Birth: \_\_\_/\_\_\_/\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email address: \_\_\_\_\_ Phone(s): \_\_\_\_\_

Are you a resident of Cobb County? \_\_\_Yes \_\_\_No If no, in what county do you live? \_\_\_\_\_

In consideration of being allowed to participate in any way in archery classes and training at any Kennesaw Archery Club range or field, Cobb County Department of Parks and Recreation property, or other property used for training or to conduct classes, events, and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury from archery and other known and unknown events and activities and/or the use of the related buildings, structures, equipment, automobiles, firearms, weapons, ATV's, boats, tree stands, roads, bodies of water, land and all other real and personal property whether owned by Kennesaw Archery Club, instructor(s), or others is significant, including potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I acknowledge and agree that the use of archery equipment, and other weapons by myself or others on any Kennesaw Archery Club range, Cobb County Department of Parks and Recreation property, and other property used for training, classes, events, and activities, are inherently dangerous and high risk activities whether such archery equipment, or weapons are discharged by myself or others; and
3. I KNOWINGLY AND FREELEY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and
4. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Kennesaw Archery Club, Inc., its officers, instructors, directors, officials, agents, employees, volunteers, members, guests, other participants, sponsoring agencies, sponsors, advertisers, Cobb County Department of Parks and Recreation, and if applicable, owners, and lessors of real property and personal property used to conduct the events and activities ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

**CODE OF CONDUCT AND CODE OF ETHICS:** I agree to be bound by the USA Archery Code of Conduct and Code of Ethics, and understand that my participation at Kennesaw Archery Club is contingent upon my adherence to the Code of Conduct and Code of Ethics. The Athlete Code of Conduct and Code of Ethics may be viewed at usarchery.org.

**PHOTO RELEASE:** Photographs and videos are routinely taken at Kennesaw Archery Club ranges, events, and activities. I release the use of any images taken for the purposes of photographing or video recording Kennesaw Archery Club events and activities and promoting archery, but not for commercial purposes. With my signature below, I agree that images taken by or on behalf of the Kennesaw Archery Club may be used without compensation or additional permission.

**I HAVE READ THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.**

### Adult Participants (18 years and older)

PRINT Name of Adult Participant (Please print clearly) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Adult Participant \_\_\_\_\_

### Participants of Minority Age (17 years and younger)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and from myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these events and activities and/or the use of related real personal property as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

PRINT Name of Minor Participant (Please print clearly) \_\_\_\_\_ Date \_\_\_\_\_

PRINT Name of Parent or Legal Guardian (Please print clearly) \_\_\_\_\_ SIGNATURE of Parent or Legal Guardian \_\_\_\_\_

**Also complete the USA Archery Photo of Release, Code of Conduct, & Waiver**

# 2015-16 USA ARCHERY

## Photo Release, Code of Conduct, & Waiver

Expires June 30, 2016

<b>OFFICE USE ONLY</b>	Received: ___/___/___
KAC # _____	S/JOAD # _____
USA Archery Member ___No ___Yes # _____	

**Parent or legal guardian must sign waiver.**

**PLEASE PRINT**      Date: \_\_\_/\_\_\_/\_\_\_      USA Archery Member Number: \_\_\_\_\_      Expiration Date: \_\_\_/\_\_\_/\_\_\_

Archer's Name: \_\_\_\_\_      Date of Birth: \_\_\_/\_\_\_/\_\_\_      Age: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email address: \_\_\_\_\_      Phone(s): \_\_\_\_\_

Are you a resident of Cobb County? \_\_\_Yes \_\_\_No      If no, in what county do you live? \_\_\_\_\_

**PHOTO RELEASE:** Photographs and videos are routinely taken at events and activities. I release the use of any images taken at events and activities for the purposes of photographing, video recording or streaming the event and promoting archery, but not for commercial purposes. With my signature below, I agree that images that are taken at events or activities by or on behalf of the event organizer may be used without compensation or additional permission.

**CODE OF CONDUCT AND CODE OF ETHICS:** I agree to be bound by the USA Archery Code of Conduct and Code of Ethics, and understand that my participation in this event is contingent upon my adherence to the Code of Conduct and Code of Ethics. The Athlete Code of Conduct and Code of Ethics may be viewed at [usarchery.org](http://usarchery.org).

**WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK ("Release")**

1. I understand dangers may exist or be caused by actions or inactions of the participants, and the actions or inactions of others, while participating in the archery event to which this Release applies (the "Activity"). I understand the nature of archery activities and acknowledge my experience and capabilities and believe I am qualified to engage in and conduct the Activity. I further acknowledge that I am aware that the Activity may be conducted in facilities open to the public during the Activity. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue that part of the Activity, which involves the unsafe condition.
2. I FULLY UNDERSTAND that archery activities involve risks and dangers of BODILY INJURY, INCLUDING PERMANENT OR PARTIAL DISABILITY, PARALYSIS, OR DEATH OR OTHER HARM ("Risks").
3. I hereby agree that as organizer of this event I have/will use due diligence to ensure the archery range is secured and safe to avoid potential injury to participants and spectators and to avoid potential harm to the facility. I have taken the necessary steps to provide proof of insurance coverage for the venue if so required, and agree that all participants will sign the USA Archery waiver form prior to participation.
4. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS USA Archery and its administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on account caused or alleged to be caused in whole or in part by (a) my acts or omissions in organizing or conducting the Activity and (b) the negligence of the Releasees or otherwise, including negligent rescue operations or emergency medical treatment, and further agree that if, despite this release, anyone 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 ANY SUCH CLAIM WITH RESPECT TO WHICH THIS RELEASE APPLIES.

**I HAVE READ THIS WAIVER AND RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, 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. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE.**

**Adult Participants** (18 years and older)

\_\_\_\_\_ Date \_\_\_\_\_

**PRINT Name of Adult Participant (Please print clearly)**

\_\_\_\_\_

**Signature of Adult Participant**

**Participants of Minority Age** (17 years and younger)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and from myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these events and activities and/or the use of related real personal property as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

\_\_\_\_\_ Date \_\_\_\_\_

**PRINT Name of Minor Participant (Please print clearly)**

\_\_\_\_\_

**PRINT Name of Parent or Legal Guardian (Please print clearly)**      **SIGNATURE of Parent or Legal Guardian**