

DIABLO BOWMEN - WAIVER AND RELEASE OF LIABILITY

READ BEFORE SIGNING

In consideration of being allowed to participate in any way in DIABLO BOWMEN 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 related buildings, structures, equipment, automobiles, firearms, weapons, ATVs, tractors, mowers, roads, bodies of water, land and all other real and personal property, whether owned by archery club 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.
2. I acknowledge and agree that the use of archery equipment, firearms, and other weapons by myself or others on club premises or otherwise, are inherently dangerous and high-risk activities, whether such archery equipment or weapons are charged by myself or others.
3. I KNOWINGLY AND FREELY 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.
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 or club member immediately.
5. I agree to all DIABLO BOWMEN rules and charters. Said rules are specified and designed for the safe participation of archery and archery related practices for all members and non-members alike. If rules and charters are dismissed, membership can be revoked.
6. The understanding pertains to the action of minor children of members and non-members alike. Children under 16 years of age must be supervised by a parent or guardian at all times. Minor children under 16 years of age are not permitted on the range without parent or guardian supervision; and
7. I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS DIABLO BOWMEN, its directors, officials, agents, employees, volunteers, members, guests, other participants, sponsoring agencies, sponsors, advertisers, 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 OF DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.
8. I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, hereby agree to indemnify and defend DIABLO BOWMEN, its directors, officers, agents, employees, volunteers, members, guests, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of real property and personal property used to conduct the events and activities, through legal counsel chosen in the sole discretion of the indemnitee, from and against all claims, causes of action, rights of action, liabilities, losses, damages, attorneys’ fees and costs (i) that arise from or that relate to my participation in or attendance at events and activities arranged by or on behalf of DIABLO BOWMEN; (ii) that arise from or relate to my entry and use of the personal and real property of DIABLO BOWMEN; as well as those (iii) that arise from any activities I undertake upon the real property of DIABLO BOWMAN, whether voluntary or for remuneration, and whether or not performed at the advice or direction of DIABLO BOWMAN or any of its directors, officers, agents, employees, volunteers, members, guests, or invitees. This indemnity and defense shall apply irrespective of whether my conduct was negligent or intentional and whether or not the indemnitees’ conduct is alleged to have caused or contributed to the claimant’s losses, damages, or injuries.
9. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Waiver and Release of Liability, the prevailing party will be entitled to reasonable attorney’s fees and costs, in addition to any other relief to which that party may be entitled.
10. I hereby provide permission for DIABLO BOWMEN and its agents to use photographs, videos, likeness, or other images or recordings of me, along with my quotes, and my name or other identifying information (collectively “Photo/Video”), in all of its media, publications, and mediums, including commercial and publicity use, now known or hereinafter discovered. DIABLO BOWMEN shall retain all ownership and property rights, including copyright and related protections, to my Photo/Video. I waive any right to royalties or other compensation arising or related to the use of my Photo/Video. I hereby voluntarily release, discharge, waive, and relinquish any and all claims which I have or may have in the future arising out of DIABLO BOWMEN or its agents’ use of my Photo/Video.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS AND SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Print Participant’s Name

Date Signed

Member/Guest
(circle one)

Participant’s Signature

Event Name or Host Member Name

FOR PARTICIPANTS UNDER THE AGE OF 18 PARTICIPATING IN OUTREACH PROGRAM, SPONSORED SHOOT, OR OTHER DIABLO BOWMEN ACTIVITIES

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 Releases, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasee 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 and personal property as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE and I understand as does my minor child that they can be expelled from DIABLO BOWMEN activities by any club member for behavior deemed in conflict with DIABLO BOWMEN club rules and charters.

Name of Parent/Guardian

Date Signed

Parent/Guardian Signature

Emergency Phone Number