

MARIN ARCHERY RANGE WAIVER, USE AND EQUIPMENT RENTAL AGREEMENT, ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION, MEDICAL AUTHORIZATION, CONSENT TO RECORDING, AND EMERGENCY CONTACT FORM (“Agreement”)

All Participants must agree; Parents/Guardians of minors must also agree for youth.

In consideration of my, or a minor under the age of 18, (“Participant” or “Releasor”) being allowed to participate in any way in archery activities at the range located on the premises of the Marin Archery Shop or at any offsite location operated as an archery range by Marin Archery, LLC (collectively, the “Range”), the undersigned acknowledges, understands, and agrees that:

AGREEMENT TO RULES. I agree to abide by the stated and customary terms, conditions, and fees for participation, including any posted rules and the written or oral instructions of authorized Marin Archery, LLC (d/b/a Archery in Marin, Marin Archery Academy, and Marin Archery Shop) (“MA”) staff or volunteers. I will ensure that any guests or fellow participants have also completed and signed this Agreement, and are familiar with and have agreed to the Range rules. If I observe any unusual or significant hazard during my presence or participation, I will immediately remove myself from participation and bring such to the attention of Range or MA staff. I will not accept payment or other consideration in return for access to the Range or for services provided in connection with archery activities at the Range, including instruction or the use of equipment. I agree that violation of the Range rules, policies, or procedures may result in suspension or termination of my participation.

EQUIPMENT RENTAL. If Participant is renting equipment (“Equipment”) from MA, Participant shall use the Equipment in a careful and proper manner in compliance with rules of the Range. Participant shall not operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment and shall not permit the Equipment to be used by any person who is not authorized to use the Equipment. Participant shall return Equipment to the agreed location, on the agreed date, and in the same condition as Participant received it, shall alert MA to any loss of or damage to the Equipment, and shall be responsible for any loss of or damage to the Equipment.

ASSUMPTION OF RISK. I understand that I may be engaging in inherently dangerous activities involving potentially serious risks - including, but not limited to, bodily injury including scrapes and bruises, cuts and puncture wounds, permanent disability and death, and severe social and economic losses which might result not only from my own actions, inactions or negligence, but the actions, inactions or negligence of others, the rules of play, or the conditions of the premises or of any equipment used. I acknowledge that there may be other risks not known or not reasonably foreseeable. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF OTHER PARTIES, and assume full responsibility for my participation.

WAIVER AND RELEASE OF LIABILITY. I, for myself and on behalf of my heirs, assigns, administrators, personal representatives, and next of kin, HEREBY WAIVE ANY RIGHTS, RELEASE AND HOLD HARMLESS, AND COVENANT NOT TO SUE MA, its officers, directors, officials, agents, management, employees, independent contractors, volunteers, members, agents, guests, other participants, sponsoring agencies, sponsors, advertisers, insurance carriers, equipment suppliers, and if applicable, owners and lessors of real property and personal property used to conduct the events and activities (“Releasees”), from and against any and all claims WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property including personal archery equipment, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW, during this and all subsequent participation or any rental of Equipment.

INDEMNIFICATION. To the fullest extent permitted by law, I indemnify, hold harmless and defend each of the Releasees from and against all suits, actions, claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys’ fees, arising out of, resulting from, or in connection with my participation or my use of any Range or the Equipment, whether by myself or others. It is the express intention of Participant and Releasees that the indemnity provided for in this paragraph is designed and intended to protect Releasees from the consequences of any action by Participant, and from the consequences of any act or omission or negligence on the part of the Releasees in instructing or equipping the Participant.

MEDICAL AUTHORIZATION. In the event I sustain injury or illness while participating, I hereby authorize licensed medical personnel to perform or administer to me on an emergency basis any first-aid, medication, medical care, treatment, or surgery that they in good faith deem necessary. If I need medical treatment as a result of my participation, I agree to be financially responsible for any costs incurred as a result of such treatment. I authorize any information relevant to my care to be shared with my below-named Emergency Contact.

CONSENT TO RECORDING. I hereby give MA the absolute and unconditional right to make photographic, video, or audio recordings of me and permission to copyright and/or publish, or use at its discretion, any such photo, video, or audio recordings in which I may be included in whole or in part, or in my own or a fictitious name, including reproductions thereof in color or otherwise, made through any media, for art, advertising, trade, promotional, television, radio or film coverage or

any other lawful purpose whatsoever, without compensation to me. I hereby waive any and all rights to inspect and/or approve the finished product or the copy that may be used in connection therewith, or the use to which it may be applied. I hereby release, discharge and agree to hold Releasees harmless from and against any and all liability whatsoever resulting from its use in composite form, whether the same shall be intentional or otherwise, that may result or which may be produced in the taking of said pictures, or in any processing tending towards or resulting in the completion of the finished product, including without limitation any claims for libel or violation of any right of publicity or privacy.

INTEGRATION. This Agreement, along with any exhibits, appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the Releasees and the Releasor, and supersedes all previous understandings and agreements between them, whether oral or written. Participant acknowledges and represents by affixing their signature hereto that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any Releasee or any other person or entity whatsoever, prior to the execution of this Agreement. The Releasor hereby waives all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

ELECTRONIC SIGNATURE. Electronic signature of this document shall constitute a valid and binding Agreement.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT - INCLUDING THE RIGHT OF FINANCIAL RECOVERY FOR INJURY - AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY FOR INJURY OR LOSS DUE TO THE INHERENT RISKS OF THE ACTIVITY OR ORDINARY NEGLIGENCE 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.

_____	_____	_____
Participant's Full Name (please print)	Participant's Signature	Date Signed
_____	_____	_____
Participant's Email Address	Participant's Phone Number	Membership # (if applicable)
_____	_____	_____
Emergency Contact Name	Emergency Contact Phone Number	Relationship to Participant

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF PARTICIPATION)

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 for 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 the 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. By signing below I agree that both I and the minor Participant agree to and are subject to all the terms of this document, as set forth above.

_____	_____	_____
Name of Parent/Guardian	Parent/Guardian Signature	Date Signed