All American Archery
LESSON AND/OR RENTAL
WAIVER & RELEASE OF LIABILITY

**** READ BEFORE SIGNING ****

In consideration of being allowed to participate in any way in **All American Archery** 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, ATVs, boats, tree stands, roads, bodies of water, land and all other real and personal property whether owned by archery club or others is significant, including the potential for permanent paralysis and death, and while particular rules, equipment,
and personal discipline may reduce the risk, the risk of serious injury does exist; and,

2) I acknowledge and agree that the user of archery equipment, firearms and other weapons by myself or others on the club premises or otherwise are inherently dangerous and high risk activities whether such archery equipment, firearms or weapons are discharged by myself or others; and

3) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK, 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 All American Archery, its officers, 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 or damage to personal property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

I HAVE READ THIS 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 ANY INDUCEMENT.

The undersigned hereby jointly and severally releases, acquits, forgives, and discharges Tom Hinojosa, Luis Hinojosa, All American Archery.com, All American Archery coaches, Bowhunters Unlimited, respective administrators, directors, agents, officers, volunteers, and employees, and the owners and lessor of premises (Santa Clara County Parks Department) on which the activity takes place (each considered one of the "releasees" herein), from any actions, claims, demands, suits, agreements, judgments, liabilities, and proceedings, whether arising in equity or in law, and in particular arising from: archery lessons, archery practice, shooting archery. This release shall remain binding upon all successors in interest and personal representatives of the contracting parties, to the extent permitted by law.

Participant's Name _____

Participant's Signature (adults only) _____ **Date** _____

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 my minor child's involvement or participation in these events and activities and/or the use of the released real and personal property as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

Name of Parent/Guardian_____

Parent/Guardian Signature _____

Emergency Phone Number, including area code. _____