

# Crivitz Bowhunters Club Waiver/Release

## WAIVER AND RELEASE OF LIABILITY

READ BEFORE SIGNING

Adult Participant's Name: \_\_\_\_\_

Address: **If NOT a member, please complete** \_\_\_\_\_

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

Primary Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Minor Participant's Name: \_\_\_\_\_ Minor Participant's Name: \_\_\_\_\_

Minor Participant's Name: \_\_\_\_\_ Minor Participant's Name: \_\_\_\_\_

In consideration of being allowed to participate in the Crivitz Bowhunters Club's 3D Archery Shoots, 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, tree stands, roads, bodies of water, land and all other real and personal property whether owned by the archery range or others is significant, including the 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 or any other items by myself or others on the premises or otherwise are inherently dangerous and high risk activities whether such archery equipment are discharged or used in any way by myself or others, and
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, 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, assign personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Crivitz Bowhunter's Club its officers, directors, officials, agents, board members, 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 person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.
6. This is to certify that I, as parent/guardian with legal responsibility for this participant(s), 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 related real and personal property as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.
7. This consent form grants permission for the Crivitz Bowhunter's Club to use my/child's personal image (photo) and name in any form of media for promotional and any other lawful purposes. The Crivitz Bowhunter's Club acknowledges that the images may be used on the Club's website, Facebook, social media, flyers, publications, picture board, as well as distributed to members and that there will be NO payment for the use of the photographs, names or any other forms of media for promotional purposes. This consent releases the Crivitz Bowhunter's Club from any infringement or violation of personal and/or property rights of any sort whatsoever based upon the use of your photo(s), and further acknowledges that the Crivitz Bowhunter's Club is not obliged to use the photographs.

### ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19 PARTICIPANT WAIVER

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It is believed that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

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The Crivitz Bowhunters Club has put in place preventative measures to reduce the spread of COVID-19 but the pandemic circumstances require that anyone and everyone related to and coming into contact with participants at the Crivitz Bowhunters Club's Range assume personal responsibility for the risks of participation. Crivitz Bowhunters Club cannot guarantee that you, your child(ren), your family, or friends will not become exposed to or infected with COVID-19, or that if infected, that you or your children will not pass COVID-19 to others. Attending any event sponsored by the Crivitz Bowhunters Club may increase your risk and your child(ren)'s risk of contracting COVID-19 or other communicable diseases, and consequently the risk that you, your children, your family, your friends and other people may contract COVID-19 (or other communicable diseases). In consideration of me/my child(ren) being allowed to participate in any way at the Crivitz Bowhunters Club, I acknowledge that I have carefully read this document and fully understand that it includes a release of liability, and that by signing it I am giving up legal rights which I or my child(ren) otherwise might have.

I acknowledge that I am the parent(s)/legal guardian(s) of the minor child(ren) listed at the end of this document and have Decision Making Responsibility for them. I further acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that by attending and participating in the Crivitz Bowhunters Club my child(ren) and I, and through us, our family, friends and others, may be exposed to or infected by COVID-19 (and/or other communicable diseases), and that such exposure and/or infection may result in personal injury, illness, permanent disability, and death.

I understand that the risk of becoming exposed to or infected by COVID-19 (or other communicable diseases) at, during or related to the Crivitz Bowhunters Club may result either from COVID-19 (or another communicable disease) itself and the inability of any action or series of actions to entirely prevent exposure to, transmission of, or infection by COVID-19, or may result from the actions, omissions, or negligence of the Crivitz Bowhunters Club's elected officials, board members, volunteers, myself, my child(ren), or others, including, but not limited to other participants and their families.

I VOLUNTARILY AGREE to assume all risks related to participation in the Crivitz Bowhunters Club, whether described in this document, otherwise known or unknown, and accept sole responsibility for any injury to my child(ren), myself, other family members, friends and others, which injury may include, but not be limited to, personal injury, illness, disability, or death, as well as any damages, losses, claims, liabilities, or expenses of any kind arising from or related in any way to COVID-19 (or any other communicable disease) and my/my child(ren)'s participation in the Crivitz Bowhunters Club (the "Claims"), and the actions, omissions, or negligence of the Crivitz Bowhunters Club's elected officials, board members, and volunteers.

Further, on my own behalf, and on behalf of my child(ren), other family members, friends, guests at the Crivitz Bowhunters Club and any of my or their heirs, executors successors and assigns, I hereby release, covenant not to sue, discharge, and agree to indemnify, defend and hold harmless the Crivitz Bowhunters Club and its elected officials, board members, agents, volunteers and representatives, of and from the Claims to the fullest extent permitted by law.

I acknowledge that I have carefully read and fully understand all of its provisions, and that I execute this waiver and release agreement voluntarily and of my free will.

I promise not to institute any charge, complaint, or lawsuit to challenge the validity of this Release or the circumstances surrounding its execution; in such case, the Crivitz Bowhunters Club (and its elected officials, board members, agents, volunteers and representatives) shall be entitled to recover all of their attorneys' fees and expenses from me regardless of the result.

This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original and all of which shall together constitute one and the same Agreement. All faxed, emailed, PDF or electronic signatures affirming this Agreement constitute an original signature.

I HAVE READ THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY 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.

Participant's/Parent/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_