

## **PATRIOT ARCHERY, LLC. WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

Upon accepting this Agreement and forever thereafter, Participant agrees that if he/she participates in or attends any activity, training, instruction, program, class, session, or other event, at Patriot Archery, Inc. (hereinafter "Patriot") or is present on Patriot premises or uses any Patriot facility, Participant does so at his/her own risk and Participant assumes the risk of any and all injury and/or damage he/she might sustain, regardless of whether he/she is a participant, a spectator, or otherwise. Participant's assumption of risk includes, but is not limited to; the use of any archery or other equipment (mechanical or otherwise), and accessing Patriot premises. Participant further agrees to assume the risk of his/her participation in or presence at any activity, training, instruction, program, class, session, or other event or Patriot sponsored event. Participant understands "Sky Drawing" or shooting across lanes is not permitted and will be held liable for any damages resulting from such actions. Participant agrees that he/she is voluntarily participating in the aforementioned activities and assumes all risk, known and unknown, associated with same. Participant agrees on behalf of himself/herself (and his/her spouse, all his/her children, personal representatives, heirs, executors, administrators, agents, and assigns) to forever release and discharge Patriot Archery, Inc., its owners, employees, agents, representatives, affiliates, successors, and assigns from any and all claims or causes of action (known or unknown) arising out of the negligence of Patriot, whether active or passive, or that of any of its affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) Participant's use of any equipment or facilities which may malfunction or break, (b) Patriot's improper maintenance of any equipment or facilities, (c) Patriot's negligent instruction or supervision, (d) Participant slipping or tripping and falling while on Patriot's premises, including Patriot's negligent inspection or maintenance of such premises, and (e) Participant sustaining personal injuries as a result of the dangerous condition of property on which Participant is present in relation to any Patriot function, including Patriot's negligent inspection or maintenance of such premises. By executing this Agreement, Participant hereby agrees to indemnify and hold harmless Patriot from any loss, liability, damage, or cost Patriot may incur due to Participant's presence at any Patriot premises or facility. Participant further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the state in which this agreement is entered into, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts. Participant acknowledges that Patriot provides services to its customers, and is in the business of selling, leasing, or otherwise placing into the stream of commerce equipment manufactured by third parties. This waiver and release of liability includes, without limitation, negligent or intentional acts and/or omissions of third party manufacturers of equipment. PARTICIPANT ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. PARTICIPANT IS AWARE AND AGREES THAT BY EXECUTING THIS WAIVER AND RELEASE, HE/SHE IS GIVING UP HIS/HER RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST PATRIOT ARCHERY, INC. FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES. PARTICIPANT HAS READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAS BEEN MADE. PARTICIPANT AGREES, FOR HIMSELF/HERSELF AND HIS/HER SPOUSE, CHILDREN, SUCCESSORS, HEIRS AND ASSIGNS, THAT THE ABOVE REPRESENTATIONS ARE CONTRACTUALLY BINDING, AND ARE NOT MERE RECITALS, AND THAT SHOULD PARTICIPANT OR HIS/HER SUCCESSORS ASSERT ANY CLAIM IN CONTRAVENTION OF THIS AGREEMENT, THE ASSERTING PARTY SHALL BE LIABLE FOR THE EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) INCURRED BY THE OTHER PARTY OR PARTIES IN DEFENDING AGAINST ANY SUCH ACTION. PLEASE RESPECT PATRIOT ARCHERY AND ALL OF THE EQUIPMENT, ALL RULES MUST BE FOLLOWED FOR THE SAFETY OF EVERYONE. PLEASE SHOOT ONLY IN THE KILL ZONES OF TARGETS, DO NOT ATTEMPT TO CHANGE ANYTHING ON THE RANGES, OR IN THE SIMULATOR ROOMS.

Printed Name: \_\_\_\_\_

Signed \_\_\_\_\_