

# **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (AGREEMENT)**

**(Form 3742)**

In consideration of participating in Archery Tag® extreme archery, I represent that I understand the nature of this activity and that I am qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity.

I fully understand that this activity involves risk of serious bodily injury which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the “releases” named below; and that there may be other risks either not known to me or not readily foreseeable at this time: and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my own participation in the activity.

I hereby release, discharge, and covenant not to sue Backyard Archery Tag, LLC, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors or premises on which the activity takes place, (each considered one of the “RELEASES” herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence or the “releases” or otherwise, included negligent rescue operations; and I further agree that if, despite this release, waiver or liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the RELEASES, I will indemnify, save, and hold harmless each of the RELEASES from any loss, liability, damage, or cost which any may incur as the result of such claim.

## **PARENT CONSENT**

I, the minor’s parent and /or legal guardian, understand the nature of the above referenced activities and the minor’s experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNITY AND SAVE AND HOLD HARMLESS each of the RELEASES from all liability, claims, demands, losses, or damages on the minor’s account caused or alleged to have been caused in whole or in part by the negligence of the RELEASES or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against any of the above RELEASES, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the RELEASES from any litigation expenses, attorney fees, loss liability, damage, or cost any RELEASES may incur as the result of any such claim.

The signature(s) on the following document (5674) binds the signee(s) to all consents, releases and waivers as spelled out on forms 3742 and 7285.

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