



CHERRY VALLEY BOW HUNTERS ARCHERY CLUB RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being allowed to participate in any archery related activity or any other event or membership (collectively "Activities") provided by Cherry Valley Bow Hunters Archery Club, Inc. ("CVBH"), including but not limited to the use of CVBH's equipment or facilities in any way, the undersigned for myself and my personal representative, assigns, heirs and next of kin agree as follows:

1) I understand and acknowledge that there is a risk of serious personal injury, property damage or death from archery and other activities that may be provided by CVBH including the use of buildings, structures, equipment, automobiles, firearms, weapons, ATV's, boats, tree stands, roads, bodies of water, land and all other real and personal property whether owned by CVBH or others. I acknowledge and agree that the use of archery equipment, firearms and other weapons by myself or others is inherently dangerous and involves a high degree of risk and therefore I agree to conduct myself in a safe manner at all times.

2) I hereby release, waive, discharge and promise not to sue CVBH and its employees, officers, directors, volunteers, members, guests, other participants, sponsors, advertisers, agents and if applicable the owners or lessors of real or personal property used in connection with the Activities (all collectively referred to herein as "CVBH") from any and all claims or liability, **including claims of CVBH's negligence**, resulting in any physical injury (including death), illness, damages, loss of property, and/or economic or emotional loss I may suffer because of my participation in Activities or the use of CVBH's facilities or equipment or anyone else's facilities or equipment in connection with the Activities, including any travel to, from and during the Activities.

3) I am voluntarily participating in the Activities and am voluntarily using any equipment or facilities provided by CVBH or others. I am knowingly and freely assuming all risks, known or unknown, **even if arising from the negligence of CVBH or others**, of my participation in the Activities or use of any equipment or facilities involved with the Activities. If I need any medical treatment as a result of my participation in the Activities, I agree to be financially responsible for any costs of such treatment and understand that I should carry my own health insurance.

4) I agree to comply with the stated and customary terms and conditions for participation in the Activities. If I am unable to comply with these terms and conditions, or if I observe any unusual hazard during my presence or participation in the Activities, I will remove myself from participation and bring such hazard to the attention of the nearest CVBH official immediately.

5) I also agree to indemnify and hold CVBH harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney fees brought as a result of my involvement in the Activities and to reimburse CVBH for any such expenses incurred.

6) I understand that this document is written to be as broad and inclusive as permitted by the laws of the State of California and that if any portion of this document is held invalid or unenforceable, the balance shall continue to be enforceable.

I HAVE READ AND UNDERSTAND THIS DOCUMENT AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I AM SIGNING THIS DOCUMENT FREELY AND AM KNOWINGLY ASSUMING ALL RISKS INVOLVED IN THE ACTIVITIES. NO OTHER REPRESENTATIONS CONCERNING THE LEGAL EFFECT OF THIS DOCUMENT HAVE BEEN MADE TO ME.

Participant's Name (please print legibly)

Participant's Signature

Date Signed

IF PARTICIPANT IS UNDER AGE 18 YEARS OF AGE:

I am the parent or legal guardian for this participant. I understand the legal consequences of signing this document, including: (a) releasing and indemnifying CVBH from all liability on my and the participant's behalf, (b) promising not to sue on my or the participant's behalf, and (c) assuming all risks of the participant's participation in the Activities. I allow this participant to participate in this Activity. I understand that I am responsible for the obligations and acts of the participant as described in this document and agree to be bound by its terms.

I HAVE READ THIS TWO-PAGE DOCUMENT, AND I AM SIGNING IT FREELY. NO OTHER REPRESENTATIONS CONCERNING THE LEGAL EFFECT OF THIS DOCUMENT HAVE BEEN MADE TO ME.

Parent's/Guardian's Name (please print legibly)

Parent's/Guardian's Signature

Date Signed