



WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK ("Release")

1. I understand dangers may exist or be caused by my/my minor child's own actions or inactions, and the actions or inactions of others, while participating in the archery event to which this Release applies (the "Activity"). I understand the nature of archery activities and acknowledge my experience and capabilities and believe I am/my minor child is qualified to participate in the Activity. I further acknowledge that I am aware that the Activity may be conducted in facilities open to the public during the Activity. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. **I have read and understand the Ohlone Archery Range Safety Rules.**
2. I FULLY UNDERSTAND that: (a) archery activities involve risks and dangers of BODILY INJURY, INCLUDING PERMANENT OR PARTIAL DISABILITY, PARALYSIS, OR DEATH OR OTHER HARM ("Risks"); (b) these Risks exist in connection with the Activity and may occur due to the NEGLIGENCE, ACTS OR OMISSIONS OF THE "RELEASEES" NAMED BELOW; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; (D) and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND FINANCIAL RESPONSIBILITY FOR INJURIES, LOSSES, COSTS, AND DAMAGES, whether to person or property, incurred as a result of my participation in the Activity.
3. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS Nico Gallegos, Ohlone Archery, VPS Marina LLC, its clubs and event organizing committees, and their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations or emergency medical treatment, and further agree that if, despite this release, I, or anyone on my behalf makes a claim against any of the Releasees named above, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

I HAVE READ THIS WAIVER AND RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAW, AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE.

PHOTO RELEASE

Photographs and videos are routinely taken at Ohlone Archery. I release the use of mine or my minor child's image for the purposes of photographing or video-recording the events and promoting archery, and for commercial purposes. With my signature below, I agree that images of me or my minor child that are taken at this event by or on behalf of Ohlone Archery may be used without compensation or additional permission. Check here if you DO NOT agree to the use of your or your minor child's photograph.

Signature: _____ (Parent if participant is under the age of 18)

Printed Name of Participant: _____ Date: _____

Printed Name of Parent if Participant is under 18: _____