

X SPOT ARCHERY, LLC
ACKNOWLEDGEMENT OF RISK AND
WAIVER/RELEASE OF LIABILITY & INDEMNITY AGREEMENT

1. I HEREBY ACKNOWLEDGE that I have voluntarily applied to enter onto and to engage in and/or to observe archery and other activities at X Spot Archery, LLC ranges and facilities or any events or camps held by X Spot Archery, LLC (the Club). I further acknowledge and understand that "shooting arrows and other activities" includes any and all activities of any kind whatsoever in which I engage in or observe while on the premises of the Club or any event or camp held or sponsored by the Club, wherever physically held.
2. I ACKNOWLEDGE AND UNDERSTAND THAT SHOOTING ACTIVITIES involve both known and unanticipated risks which could result in damage or destruction of property and physical or emotional injury, including paralysis or death, of myself or of other persons. The risks include, but are not limited to being shot by myself or others, partial or total loss of eyesight or hearing, and being struck by flying or falling objects. I understand that such risks cannot be eliminated without compromising the essential qualities of shooting arrows and other activities of the Club.
3. I FURTHER ACKNOWLEDGE AND UNDERSTAND that the nature and condition of the Club is such that both known and unanticipated hazards exist which create or contribute to both known and unanticipated risks inherent in entering onto an archery range, in using an archery range and other Club facilities, and in engaging in or observing any activities of any kind whatsoever while at the Club or any event or camp held by the Club. I understand that such hazards and risks cannot be eliminated without compromising the essential qualities of the Club and environment. I acknowledge and understand that X Spot Archery, LLC has no duty to undertake first-aid or rescue operations or procedures in the event that any such property damage or physical or emotional injury occurs, and that any such operations or procedures may result in compounded or increased damages or injuries.
4. I FURTHER ACKNOWLEDGE AND UNDERSTAND that the X Spot Archery, LLC makes no warranty as to the design, manufacture, maintenance, condition or fitness for any particular purpose of any Club facilities or equipment nor any facilities or equipment that may be used during any event or camp held by the Club.
5. I EXPRESSLY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS IN ENGAGING IN ACTIVITIES AT THE CLUB OR CONDITIONS EXISTING AT THE CLUB AND IN ENTERING ONTO THE PREMISES OF THE CLUB OR ANY EVENT OR CAMP HELD OR SPONSORED BY THE CLUB AND IN USING CLUB FACILITIES OR EQUIPMENT OR OBSERVING OR ENGAGING IN SHOOTING

ARROWS AND OTHER ACTIVITIES AT THE CLUB. I AGREE TO ABIDE BY ALL X SPOT ARCHERY, LLC BY-LAWS AND RANGE RULES.

6. I FURTHER AGREE and understand that the Club may hold me responsible and liable to the fullest extent allowed by law for any negligent, reckless or criminal act or omission to act on the part of myself at the Club. I further agree that if I am signing this agreement as a member, I will ensure that each of my guests reads and signs a copy of this "ACKNOWLEDGEMENT OF RISK AND WAIVER/RELEASE OF LIABILITY & INDEMNITY AGREEMENT." I further agree that my failure to ensure that my guests read and sign said Agreement may result in my immediate expulsion from the Club or other sanction deemed fit and necessary by Club authorities.
7. I hereby RELEASE, HOLD HARMLESS AND FOREVER DISCHARGE X Spot Archery, LLC, its officers, directors, attorneys, agents, employees, contractors, volunteers, affiliated individuals, and members or organizations of X Spot Archery, LLC, from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, that I, my next of kin, heirs, guardians, representatives or assigns may have for property damage, personal injury or death resulting from me entering onto the Club premises or attending any event or camp held by the Club at whatever physical location, from using Club facilities or equipment, or engaging in or observing shooting arrows and other activities at the Club, even if such claims, demands, damages, expenses, causes of actions, attachments of property, or liability result partially or wholly from any act or acts, even any negligent act or omission to act, including negligent or omitted first-aid or rescue operations or procedures, by X Spot Archery, LLC

WAIVER FOR MINOR PARTICIPANTS

I/We the parent(s) and/or legal guardian(s) of the below named participant(s) in activities at X Spot Archery, LLC or at any event or camp held by X Spot Archery, LLC, hereby give my/our permission to his/her participation in, and if need be, transportation to and from any Club-related activities. I/we hereby acknowledge that in allowing our child to participate we hereby waive, release, absolve indemnify and agree to hold harmless X Spot Archery, LLC, its members, officer, organizers, sponsors, coaches, supervisors and participants including persons transporting my/our child to and from any Club-related activities, for any claim arising out of any injury occurring to my/our child as a result of their participation in/with X Spot Archery, LLC and/or activities and/or events or camps held by X Spot Archery, LLC.

In signing this WAIVER I/We acknowledge having read the entire
"ACKNOWLEDGEMENT OF RISK AND WAIVER/RELEASE OF LIABILITY
& INDEMNITY AGREEMENT" and further acknowledge that I/we understand it
and agree to the terms contained herein.

Parent/Guardian: _____
Signature Print Name Date

Parent/Guardian: _____
Signature Print Name Date

Signed on behalf of:

Child's Name: _____

Child's Name: _____

Child's Name: _____

Child's Name: _____