

Ogemaw Hills Sportsmen Association

RCAP RELEASE, WAIVER-OF-LIABILITY, HOLD HARMLESS OR ASSUMPTION OF RISK AGREEMENT

WHEREAS, in consideration for being allowed to participate in events at, and the use of the RIFLE CREEK ARCHERY PARK (RCAP) shooting range and related facilities located at 2025 M-55 West Branch MI, and all other real and personal property whether owned or operated by the OGEMAW HILLS SPORTSMEN ASSOCIATION or others, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned agrees to the following:

The Undersigned hereby acknowledges and agrees to have voluntarily applied to use the RIFLE CREEK ARCHERY PARK shooting range and facilities operated by the OGEMAW HILLS SPORTSMEN ASSOCIATION. It is understood and acknowledged that the use of a shooting range in which others, as well as the Undersigned, are engaged in shooting activities involves significant or inherent extreme hazards, dangers, and risks. The Undersigned represents that he/she is physically able, emotionally stable, and fully competent to participate in training and shooting activities and that he/she freely, knowingly, and voluntarily assumes the risks of participating in such activities, including the risks of property damage, bodily harm, and possibly death.

The Undersigned acknowledges, understands, and agrees to follow all shooting range and facilities; rules, procedures, policies, safety, and operating guidelines, willingly agrees to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

The Undersigned affirms that he/she has and will refrain from being under the influence of alcoholic beverages, unlawful drugs, or medications that might impair judgment prior to, and during, shooting sports activities. Further, the Undersigned affirms that he/she understands the possession and influence of unlawful drugs is expressly prohibited on RIFLE CREEK ARCHERY PARK property, and that any person(s) who, strictly by our observations, appears to be under the influence of alcohol or any drugs or emotionally unstable, shall be denied access to any part of the shooting range facility.

I acknowledge and agree that the use of archery equipment or firearms by myself or others on RIFLE CREEK ARCHERY PARK premises or otherwise is inherently dangerous and high-risk activities whether such archery equipment or firearms are discharged by myself or others.

I grant to OHSA the right to use photographic images and video or audio recordings of me that are made by OHSA or others while at OHSA facilities, including royalties, proceeds or other benefits from use of the photographs or recordings. These may be used to promote OHSA activities in such media as the OHSA website, social media sites such as Facebook, local newspapers, etc.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS OGEMAW HILLS SPORTSMEN ASSOCIATION, D.B.A, RIFLE CREEK ARCHERY PARK its officers, directors, officials, agents, employees, volunteers, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of real property and personal property used to conduct the events and activities ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW. Should anyone bring any claim or take any legal action against OGEMAW HILLS SPORTSMEN ASSOCIATION, D.B.A., RIFLE CREEK ARCHERY

PARK, because of my actions, then, in that event, I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS the OGEMAW HILLS SPORTSMEN ASSOCIATION, D.B.A., RIFLE CREEK ARCHERY PARK its officers, directors, officials, agents, employees, volunteers, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of real property and personal property used to conduct the events and activities ("RELEASEES").

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

This is to certify that I, as parent/guardian with legal responsibility for the listed minor participant(s) living in the same household, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these events and activities and/or the use of related real and personal property as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

Participant - Parent/Guardian of Minor(s) listed below

Print name: First _____ Last _____ Date of Birth ____/____/____

Signature: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Email: _____

Associate Participant (Spouse)

Print name: First _____ Last _____ Date of Birth ____/____/____

Signature: _____

Minor Participants (Under the age of 18 at the time of participation)

Name First _____ Last _____ Birthdate _____

Name First _____ Last _____ Birthdate _____

Name First _____ Last _____ Birthdate _____

Name First _____ Last _____ Birthdate _____

Name First _____ Last _____ Birthdate _____

Name First _____ Last _____ Birthdate _____

Check to receive a copy of this via: _____ Email or _____ USPS (Snail mail)