



City of Graham

## RELEASE AND WAIVER OF LIABILITY (Read Carefully Before Signing)

Persons signing this form must read the entire form, initial on the line before each paragraph, and sign as indicated in the Acknowledgement portion at the end of this form.

I, \_\_\_\_\_ (individually and collectively referred to as "Participants"), intend to participate in Young 4-H Shooting Sports Archery which is being used by 4-H Club every Monday. In consideration for participation in the Event, the Participants agree to the following:

\_\_\_\_\_ Assumption of Risk. Participants assume all responsibility for Participants' own safety while participating in the Program. Participants understand that the Program may involve participation in exercises which are physically demanding and could subject Participants to stress, anxiety, and possible hazards, not all of which can be foreseen. Participants further understand that participation in the Program is completely voluntary, and Participants assume the risk of any and all injuries that may occur to Participants or their property as a result of participation in the Program.

\_\_\_\_\_ Equipment. Participants understand and agree that the City is in no way responsible for installing, delivering, repairing, reclaiming, disposing of, maintaining, or replacing any equipment for Participants' use during the Program. It is Participants' sole responsibility to maintain, repair, and safely dispose of any and all equipment needed for Participants' participation in the Program. Additionally, Participants understand and agree that they are responsible for providing insurance for the equipment and any and all costs connected therewith. Participants further agree to fully comply with all safety or other local, state, or federal laws, regulations, and codes in connection with the equipment.

\_\_\_\_\_ Waiver and Release. Participants RELEASE, WAIVE, FOREVER DISCHARGE AND HOLD HARMLESS, AND COVENANT NOT TO SUE the City and its directors, officers, employees, agents, attorneys, related entities, successors, and assigns (collectively, the "Indemnitees") from any and all liability, claims, causes of actions, and demands of any kind or nature, either in law or in equity, which arise now or in the future in connection with Participants' participation in the Program. Participants understand and agree that this Release discharges the Indemnitees from any liability or claim that Participants may have against the Indemnitees with respect to bodily injury, personal injury, illness, death, or property damage that may result from Participants' participation in the Program, howsoever arising or caused, including THROUGH THE NEGLIGENCE OF INDEMNITEES. Participants expressly waive any right to a trial by judge or jury that Participants may otherwise have with regard to any claim or liability related to Participants' participation in the Program.

\_\_\_\_\_ Medical Treatment. Participants consent to receive emergency medical treatment in the event of illness or injury and release and forever discharge the Indemnitees from any liability or claim whatsoever which arises or may later arise on account of any medical services rendered in connection with an emergency during Participants' participation in the Program.

\_\_\_\_\_ Broad Release Intended. PARTICIPANTS EXPRESSLY AGREE THAT THIS RELEASE IS INTENDED TO BE AN UNCONDITIONAL RELEASE OF THE CITY OF ALL LIABILITY AND TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF TEXAS and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. Participants further agree that in the event any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

ACKNOWLEDGEMENT  
READ CAREFULLY BEFORE SIGNING

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY IN ITS ENTIRETY AND, IN CONSIDERATION FOR THE RIGHT OF MYSELF AND/OR MY MINOR CHILD OR A MINOR CHILD UNDER MY LEGAL GUARDIANSHIP TO PARTICIPATE IN THE PROGRAM, I IN GOOD FAITH MAKE THE RELEASES AND WAIVERS AND ASSUME THE RESPONSIBILITIES CONTAINED HEREIN. I ACKNOWLEDGE THAT I HAVE HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF MY CHOOSING, AND THAT I FREELY AGREE TO THE TERMS EXPRESSED IN RETURN FOR PARTICIPATION IN THE PROGRAM.

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Participant's Printed Name Age (if under 18)

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Participant's Signature if age 18 or older Date

**IF PARTICIPANT IS UNDER 18, ALL PARENTS OR GUARDIANS MUST SIGN:**

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Parent/Guardian's Printed Name if Participant is under 18 or under legal guardianship

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Parent/Guardian's Signature if Participant is under 18 or under legal guardianship Date

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Additional Parent/Guardian's Printed Name if Participant is under 18 or under legal guardianship

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Additional Parent/Guardian's Signature if Participant is under 18 or under legal guardianship Date

## 2021-2022 4-H YEAR

Please check all 4-H Shooting Sports activities you may possibly participate in:

- Archery
- Rifle
- Pistol
- Shotgun