OBISSQUASOIT BOWMEN, INC. MEMBERSHIP WAIVER AND RELEASE OF LIABILITY

PLEASE READ THIS DOCUMENT CAREFULLY AND COMPLETELY BEFORE SIGNING. THIS DOCUMENT INCLUDES A RELEASE OF LIABILITY FOR NEGLIGENCE AND AN ASSUMPTION OF RISK. IT AFFECTS YOUR LEGAL RIGHTS.

In consideration of being granted permission to apply for membership with Obissquasoit Bowmen, Inc. (the "Club"), I, the undersigned applicant, understand and agree to the following terms and conditions.

AGREEMENT TO ABIDE BY CLUB BY-LAWS, RULES, AND PURPOSES & OBJECTIVES

I understand and agree that if my membership application is approved, it will be my sole responsibility to read, understand, and abide by all Obissquasoit Bowmen By-Laws, Rules, and Purposes and Objectives.

I acknowledge that these documents, which are essential for the safety, order, and enjoyment of all members and guests, are subject to change with the approval of the Executive Board.

I understand that my continued membership is conditional upon my strict adherence to these By-Laws, Rules, and Purposes and Objectives and that failure to comply may result in disciplinary action, up to and including immediate termination of my membership without refund, in accordance with the club's By-Laws.

ACKNOWLEDGMENT OF RISKS & ASSUMPTION OF RISK

I am fully aware that being a member of an archery club and participating in or being present at an archery range involves inherent hazards and risks, including *but not limited to*:

- Injury from arrows, bows, or other archery equipment; i.e. *bow press, etc.*
- Injuries resulting from falls, slips, or trips due to uneven terrain, mud, standing water, or slippery surfaces.
- Injuries from projectiles, falling debris (such as tree branches), or other objects.
- Exposure to severe weather conditions, including but not limited to lightning, thunder, high winds, heavy rain, sleet, hail, and extreme temperatures.
- The risk of being struck by lightning or affected by other weather-related phenomena.
- The accidental or negligent discharge of archery equipment.
- The negligence of myself, other participants, my guests, or the Released Parties (as defined below).
- Theft, unexplained disappearance, or damage to my personal property.

I understand that these risks may lead to serious injury, illness, permanent disability, or death, as well as property damage. I voluntarily and knowingly assume all of these risks, whether known or unknown, foreseen or unforeseen, and accept full responsibility for any and all injuries, damages, or losses that I may sustain while participating in any Club activities or while on Club premises.

The inherent risks associated with natural outdoor terrain, including but not limited to, uneven ground, natural erosion, and exposed tree roots on trails and throughout the premises. I understand that while Obissquasoit Bowmen may mark certain areas where hazards are particularly evident, all unmarked areas may also present risks, and it is my personal responsibility to exercise caution, be aware of my surroundings, and use common sense when navigating these conditions.

RESPONSIBILITY FOR GUESTS & INDEMNIFICATION

I further assume full responsibility for all persons who may accompany me as guests to any Obissquasoit Bowmen activity, facility, or premises. I agree to ensure their full compliance with all club rules, regulations, and directions. I further agree to INDEMNIFY AND HOLD HARMLESS Obissquasoit Bowmen and the Released Parties from any and all claims, liabilities, damages, costs, and expenses (including attorney's fees) that may arise from any acts or omissions of myself or any persons accompanying me or admitted by me, which give rise to any claim against Obissquasoit Bowmen or the Released Parties.

EMERGENCY MEDICAL TREATMENT CONSENT

In the event of an injury or medical emergency to me or my minor child(ren) while participating in Obissquasoit Bowmen activities or on club premises, I authorize Obissquasoit Bowmen, its representatives, or designated first responders to obtain necessary emergency medical treatment, including transportation to a medical facility. I understand that I am solely responsible for any and all costs associated with such medical care and transportation. I agree to release and hold harmless Obissquasoit Bowmen and the Released Parties from any claims arising from such emergency medical treatment.

RELEASE OF LIABILITY

In exchange for being permitted to apply for membership, I HEREBY RELEASE, WAIVE, AND FOREVER DISCHARGE Obissquasoit Bowmen, Inc., its executive board members, officers, agents, and any other sponsors, donors, contributors, or participants (collectively, the "Released Parties") from any and all liability, claims, demands, actions, or causes of action arising from any loss, damage, injury (including death), or property damage that I or my property may sustain while enroute to, during, or enroute from any Club activity. This release applies whether the injury or damage is caused by the ordinary negligence of the Released Parties or otherwise.

SEVERABILITY & GOVERNING LAW

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of New Jersey. If any portion of this agreement is held invalid, the remainder will continue in full legal force and effect. This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any dispute, claim, or controversy arising out of or relating to this agreement or my membership shall be brought exclusively in the state court located in Salem County, New Jersey.

APPLICANT'S DECLARATION

I certify that I am 18 years of age or older. I have read this entire "Membership Waiver and Release of Liability" I fully understand its terms, and I understand that I am giving up substantial legal rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and I intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law on behalf of myself and my heirs, next of kin, distributors, executors, and administrators.

Applicant's Name (PRINT): _____

Applicant's Signature: _____ **Date:** _____

SPOUSE'S DECLARATION (IF APPLICABLE)

By my signature below, I certify that I have read and agree to all the terms of the "Membership Waiver and Release of Liability" and intend to be bound by its terms.

Applicant's Spouse Name (PRINT): _____

Applicant's Spouse Signature: _____ **Date:** _____

MINOR CHILDREN (UNDER 18)

Child's Name (PRINT): _____ **Date of Birth:** _____

Child's Name (PRINT): _____ **Date of Birth:** _____

Child's Name (PRINT): _____ **Date of Birth:** _____

Child's Name (PRINT): _____ **Date of Birth:** _____