

## RELEASE OF LIABILITY

### READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of archery organized by Rimaya LLC, of 5410 Red Cypress Lane, Tamarac, Florida, 33319 and/or use of the property, facilities, and services of Rimaya LLC, I agree for myself and (if applicable) for the members of my family, to the following:

**1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Rimaya LLC, or the employees, representatives, or agents of Rimaya LLC.

**2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with any activities organized by Rimaya LLC and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Rimaya LLC for injury, death, loss or damage arising out of my or my family's use of or presence upon the facilities of Rimaya LLC, whether caused by the fault of myself, my family, Rimaya LLC or other third parties. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

**3. ACKNOWLEDGEMTN OF RISK.** I knowingly, willingly and voluntarily acknowledge the inherent risks associated with participation in the sport of archery and understand that my participation in any event, lesson, or activity organized by Rimaya LLC involves risks and dangers including, without limitation, the potential for serious bodily injury, sickness and disease (including communicable diseases, virus or bacteria), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; facilities or premises issues, including hazards resulting in slips, trips and falls; accidents involving other participants, event staff, volunteers, spectators or the general public; contact or exposure to other participants, including participants of varying skill levels; adverse weather conditions; travel risks; equipment failure, including protective equipment; inadequate safety measures; situations beyond the immediate control of the Event or Events organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

**4. INDEMNIFICATION.** I agree to indemnify and defend Rimaya LLC against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Rimava LLC

**5. FEES.** I agree to pay for all damages to the facilities of Rimaya LLC caused by any negligent, reckless, or willful actions by me or my family.

**6. CONSENT.** I consent to the participation in the activity of archery and agree to all of the terms and conditions of this Agreement.

**7. MEDICAL AUTHORIZATION.** In the event of an injury during the above-described activities, I give my permission to Rimaya LLC or to the employees, representatives, or agents of Rimaya LLC to arrange for any necessary medical treatment for which I shall be financially responsible. This temporary

authority will remain in effect until terminated in writing by the undersigned or when the above-described activities are completed. Rimaya LLC shall have the following powers:

- a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital.
- b. The power to authorize medical treatment or medical procedures in an emergency; and
- c. The power to make appropriate decisions regarding clothing, bodily nourishment, and shelter.

**8. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Florida law.

**9. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Rimaya LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

**10. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

**11. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

**12. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**13. STATEMENT OF HEALTH AND SAFETY.** I understand that archery is a physically demanding sport and hereby certify that I am in good health and in proper physical condition and do not have any mental or physical conditions or impairments which would preclude my ability to safely participate in such activities. I further agree that I am responsible for my own health and safety at any Events, and that I will immediately discontinue participation in any Events if I have any health or safety concerns.

**14. PHOTO RELEASE.** Photographs and videos are routinely taken at events. I release the use of any images taken at this event for the purposes of photographing, video recording or streaming the event and promoting archery, but not for commercial purposes. With my signature below, I agree that images that are taken at this event by or on behalf of the event organizer may be used without compensation or additional permission.

**15. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE.** This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**16. EMERGENCY CONTACT.**

Name \_\_\_\_\_

Phone \_\_\_\_\_

Relationship \_\_\_\_\_

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE. I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOURSELF ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASEE USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOU MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEE IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOU OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASEE HAS THE RIGHT TO REFUSE TO LET YOU PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

**Participant Consent**

By signing below, I warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), and intend for my signature to serve as confirmation of my complete and unconditional acceptance of this Agreement.

NAME OF PARTICIPANT (PRINT): \_\_\_\_\_ AGE: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_

X \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Signature of Participant Date Signed

**Parental Consent (required if the Participant is less than 18 years of age):**

As the Parent or Legal Guardian of the minor shown above, I hereby accept and agree to the terms and conditions of this Agreement.

NAME OF PARENT/LEGAL GUARDIAN (PRINT): \_\_\_\_\_ AGE: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_

X \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Signature of Parent/Legal Guardian Date Signed