**Habersham County United Way**

**2021 Charity Sporting Clays Shoot**

**PARTICIPANT INDEMNITY AND RELEASE AGREEMENT**

(to be signed by each participant prior to participation)

In consideration of acceptance of my entry into the Habersham County United Way (“HCUW”) 2021 Charity Sporting Clays Shoot (the “Event”), I release for myself and my heirs Habersham County United Way, the Event officials, property owner(s), Event organizers, Event sponsors, the other supporters listed as partners of the Event, and their agents, shareholders, officers, directors, insurers and employees (“Released Parties”) from all claims, demands, liabilities, damages or causes of action, including attorney’s fees and court costs, of any nature including claims for loss of property, or death, injury or illness, arising out of my participation in the Event. **THIS INDEMNITY AND RELEASE SPECIFICALLY INCLUDES RELEASE OF, AND INDEMNITY FOR THE NEGLIGENCE OF THE INDEMNIFIED PARTIES AND PARTICIPANTS.**

I, the undersigned, acknowledge and agree that shooting sports involve a degree of danger and that property damage, personal injury and/or death may result therefrom, and as a result also agree to indemnify and release the Released Parties from all such claims arising in strict liability as a result of any defective product and/or firearm that may cause injury to me during the Event.

I hereby grant full permission to use my name and any photographs, videos or other record of this Event for any purpose. I agree to follow any and all instructions and guidance provided by the Released Parties.

**SAFETY AND PROHIBITION OF ALCOHOL CONSUMPTION**

I, the undersigned, acknowledge by my signature that I have read, understand and agree to comply with the Event Safety Rules and Regulations. Furthermore, I recognize that if I consume any alcohol, I will not be permitted to compete in the shooting portion of the Event or any of the shooting games.

# COVID-19 SAFETY ACKNOWLEDGEMENT -- LIABILITY WAIVER AND RELEASE OF CLAIMS

Under Georgia law, there is no liability for any injury or death of an individual participating in this Event or entering of these premises if such injury or death results from the inherent risks of contracting COVID-19. As a participant, you are assuming the risk by participating and entering.

**COVID-19 SAFETY INFORMATION:**

The Centers for Disease Control and Prevention (“CDC”) recommends the wearing of face covering while in public. Participants are encouraged to socially distance and wear a face covering at all times. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, preventative measures have been put in place to reduce the spread of COVID-19. However, the Released Parties cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not participate in the Event. By attending and/or participating in the Event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID- 19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

I agree to follow the latest CDC guidance regarding COVID-19. I understand that the CDC and/or HCUW may update COVID-19 guidance or protocols between the date I sign this Release and the date of the Event.

# DUTY TO SELF-MONITOR:

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath).

# LIABILITY WAIVER AND RELEASE OF CLAIMS:

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with Habersham County United Way (HCUW), and I willingly engage in HCUW events and/or other fundraising activities (the “Activity”).

**RELEASE AND WAIVER**. I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE RELEASED PARTIES AND THEIR AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS, EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, MEDICAL EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION IN THE EVENT.

**ASSUMPTION OF THE RISK**. I acknowledge and understand the following:

1. Regardless of my vaccination status, participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID- 19, even if arising from the negligence or fault of the Released Parties; and

 3. I hereby knowingly assume the risk of injury, harm and loss associated with the Event, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

By signing this agreement, participant acknowledges that he/she is of legal age and is legally able to enter into this agreement. Further, the participant acknowledges that he/she has read and understands the provisions of this agreement and voluntarily consents to the terms set forth herein.

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Printed Name

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Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signed

In case of an emergency, please contact: Emergency Phone Number:

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**Habersham County United Way, 236C Level Grove Rd, P.O. Box 572, Cornelia, GA 30531 – 706.778.0620**