

OHIO PREMIER ARCHERY & SPORTS

WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

READ CAREFULLY BEFORE SIGNING - THIS IS A LEGAL DOCUMENT

In consideration of being permitted to enter, observe, participate in, or otherwise use the facilities, equipment, programs, services, and premises of **Ohio Premier Archery & Sports**, including but not limited to classes, leagues, lessons, camps, competitions, special events, private rentals, open shooting, and spectator activities (collectively, the “Activities”), at or about the archery range located in Middlefield, Ohio (the “Range”), and for other good and valuable consideration, the undersigned (“Participant”) agrees as follows:

_____**ASSUMPTION OF RISK** I understand and acknowledge that archery and range-related activities are **inherently dangerous** and involve significant risks, including but not limited to: being struck by arrows, fragments, or equipment; arrows missing targets, ricocheting, or leaving the shooting lane; equipment malfunction or misuse; negligent acts or omissions of other participants, spectators, employees, or volunteers; slips, trips, falls, and other premises-related hazards; serious bodily injury, permanent disability, paralysis, or death. I knowingly and voluntarily **ASSUME ALL RISKS**, whether known or unknown, foreseeable or unforeseeable, **even if arising from the ordinary negligence of the Releasees** (as defined below), to the fullest extent permitted by Ohio law.

_____**RELEASE AND WAIVER OF LIABILITY** To the fullest extent permitted by Ohio law, I, for myself and on behalf of my heirs, executors, administrators, personal representatives, and assigns, hereby **WAIVE, RELEASE, AND DISCHARGE** Ohio Premier Archery & Sports, its owners, officers, directors, members, managers, employees, volunteers, agents, instructors, coaches, contractors, and insurers (collectively, the “Releasees”) from **any and all claims, demands, causes of action, damages, losses, costs, or liabilities of any kind**, whether arising in law or equity, **arising out of or related to my participation in or presence at the Range**, including but not limited to claims for personal injury, death, emotional distress, or property damage, **whether caused by the ordinary negligence of the Releasees or otherwise**. This waiver does **not** apply to acts of gross negligence, recklessness, or intentional misconduct to the extent such claims cannot be waived under Ohio law.

_____**PROPERTY DAMAGE & REIMBURSEMENT** I agree to be **financially responsible** for any damage to Range property, facilities, structures, targets, equipment, bows, arrows, safety barriers, walls, flooring, or other property **caused by my actions, misuse, failure to follow rules or instructions, or negligence**, whether accidental or intentional. I agree to **reimburse Ohio Premier Archery & Sports upon demand** for the reasonable cost of repair or replacement of any such damaged property.

_____**INDEMNIFICATION AND HOLD HARMLESS** I agree to **DEFEND, INDEMNIFY, AND HOLD HARMLESS** the Releasees from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to: my participation in or presence at the Range; my violation of Range rules or instructions; any injury or damage I cause to myself, other persons, or property; and any claim brought by or on behalf of a third party arising from my acts or omissions.

_____**COMPLIANCE WITH RULES** I agree to comply with all posted rules, verbal instructions, safety procedures, and customary practices of the Range. If I observe any unsafe condition or hazard, I will immediately cease participation and notify Range staff.

_____**MEDICAL AUTHORIZATION** In the event of an emergency, I authorize Ohio Premier Archery & Sports to obtain medical treatment on my behalf. I understand that I am solely responsible for all medical costs incurred.

_____**MEDIA - VIDEO AND PHOTOGRAPHY** I understand that my participation may result in media, including videos, images, and/or audio recordings, being recorded and agree to the Range’s use of it for business related purposes such as, but not limited to, advertising, marketing, promotion, and social media. I waive and release any and all claims, demands, or causes of action related to the use of such media, including but not limited to claims for invasion of privacy, right of publicity, defamation, or misappropriation.

