

Waiver/Release
ARCHERY CLUB WAIVER AND RELEASE OF LIABILITY
READ BEFORE SIGNING

In consideration of being allowed to participate in any way in /at COS COB ARCHERS

Legal Name of Your Archery Club

events and activities, the undersigned acknowledges, appreciates, and agrees that:

- 1) The risk of injury from archery and other known and unknown events and activities and/or the use of the related buildings, structures, equipment, automobiles, firearms, weapons, ATV's, boats, tree stands, roads, bodies of water, land and all other real and personal property whether owned by archery club or others is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2) I acknowledge and agree that the use of archery equipment, firearms and other weapons by myself or others on club premises or otherwise are inherently dangerous and high risk activities whether such archery equipment, firearms or weapons are discharged by myself or others; and
- 3) 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; and,
- 4) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
- 5) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS COS COB ARCHERS (Legal Name of your archery club) its officers, directors, officials, agents, employees, volunteers, members, guests, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of real property and personal property used to conduct the events and activities ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant' Name

Date Signed: _____

Participant's Signature

FOR PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT THE TIME OF PARTICIPATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these events and activities and/or the use of related real and personal property as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

Name of Parent/Guardian

Date Signed: _____

Parent/Guardian Signature

Emergency Phone Number: (_____) _____

Completed Waiver/Release forms should be kept on file by the club for at least 7 years and indefinitely in the event of a significant injury to a particular participant.

Are Participants Required to Sign a Waiver/Release Form?

Yes it is a mandatory requirement under the NFAA endorsed insurance program.

The signing of waiver/release agreements is quickly becoming a universal requirement for organized sports and recreation participation. Waiver/release forms are now required by virtually all of the following organizations: municipal recreation departments, YMCA's, health clubs, private sports organizations, etc.

Waiver/release agreements give protection to the insured archery club and its covered persons against a litigation system that is out of control as evidenced by numerous frivolous lawsuits being filed. A well-written waiver/release (such as the one that has been provided as a sample) can often result in the summary judgment dismissal of a lawsuit filed by an adult if the injury is not characterized by gross negligence. However, even if the lawsuit is dismissed on summary judgment, the legal defense costs can still be in the \$10,000 to \$20,000 range.

In the case of a lawsuit filed by a minor participant (under age 18), waiver/release agreements will not usually result in a quick win on summary judgment, but will ultimately result in an up to 35% reduction in the settlement or adverse jury verdict costs.

What if a Participant Balks at Signing a Waiver/Release Form?

You should hold firm on your requirement and not make exceptions for a complaining participant. Typically, very few participants complain and a waiver/release requirement will not drive them away.

Should a participant complain or ask questions, you should cover the following "talking points":

- 1) Why do you object?
- 2) The archery club is merely following the lead of municipal recreation departments, YMCA's, health clubs and private sports organizations in making this a mandatory requirement.
- 3) The litigation system in the US is out of control and the scales are tilted in favor of those filing lawsuits—many of which are totally frivolous and without merit. However, even these groundless lawsuits can easily result in legal defense costs of \$50,000.
- 4) The cost of legal defense and run away settlements and jury verdicts drives up the cost of insurance and threatens the future survival of archery clubs and the availability of volunteers upon which they depend.
- 5) Requiring participants to sign waiver/release forms helps to equalize the fairness in the legal system since participants must acknowledge that participation in archery does have some element of risk that can't be totally controlled and that they assume this risk. In other words, the archery club will do its best to provide a safe environment, but freak accidents do happen where no one is really to blame.
- 6) If you are worried about your medical bills being paid, a \$25,000 Excess Accident policy is provided for your protection.