



## ASSUMPTION OF RISK, WAIVER, AND INDEMNIFICATION AGREEMENT OAS Program and Easton Foundations Facilities

*This is an important document which affects your rights, please read it carefully.*

- 1. Consent & Assumption of Risk.** I, \_\_\_\_\_ (parent's/guardian's name [please print]), hereby consent to my son's/daughter's/protected person's ("Participant") attendance at and participation in the Olympic Archery in Schools ("OAS") program (the "Program"). In doing so, Participant and I understand that Participant's participation in or attendance at the Program is, and at all times will continue to be, at his/her and my own risk. Participant and I understand the numerous and serious risks of injury or damage to person and property (including but not limited to injury or death) involved in archery-related activities and the Program. We understand that OAS and the Easton Foundations (defined below) have taken steps to reduce the chance of injury and damage, but we also understand that the risks associated with participation in or attendance at the Program and any related use of Easton Foundations archery facilities (the "Facilities") cannot be eliminated. Participant and I acknowledge and agree that OAS and Easton Foundations make no representations or warranties, express or implied, regarding the Program or the Facilities. We knowingly and voluntarily assume full and complete responsibility for any and all injuries and damages of any kind that relate to or arise out of the Program or any related events, including but not limited to injuries and damages the Participant or I may suffer that are related to or arise from participation in or attendance at the Program, any use of the Facilities, the use of any archery equipment, or the activities of others.
- 2. Non-Liability, Waiver & Release.** In consideration of Participant's permitted involvement in the Program and any related use of the Facilities, Participant and I, on behalf of our ourselves and our heirs, estates, executors, successors and assignees, hereby agree that OAS as well as the Easton Foundation, Easton Sports Development Foundation, and Easton Sports Development Foundation II (collectively, the "Easton Foundations"), inclusive of all of their respective owners, managers, directors, officers, instructors, coaches, affiliates, partners, joint ventures, parent companies, subsidiaries, predecessors, successors, assigns, insurers, reinsurers, claims administrators, employees, and agents of any kind ("Released Parties"), shall not be liable for any injuries, damages, costs or expenses of any kind that relate to or arise from the Program or any related events, including but not limited to injuries and damages related to or arising from participation in or attendance at the Program, any use of the Facilities, the use of any archery equipment, or the activities of others.  
  
Participant and I, on behalf of ourselves and our heirs, estates, executors, successors and assignees, therefore fully and forever waive, release and discharge all claims, suits, charges, demands, or actions of any kind whatsoever ("Claims") against the Released Parties, that relate to or arise from the Program or any related events, including but not limited to injuries and damages related to or arising from participation in or attendance at the Program, any use of the Facilities, use of any archery equipment, or the activities of others. The foregoing release extends to both known and unknown Claims to the fullest extent allowed by law.
- 3. Indemnification & Hold Harmless.** Participant and I further agree to defend, immediately, and hold harmless Released Parties from and against all Claims of any kind that relate to or arise from the Program or any related events, including but not limited to injuries and damages related to or arising from participation in or attendance at the Program, any use of the Facilities, the use of any archery equipment, or the activities of others.
- 4. Rules of Conduct & Play.** Participant and I agree that Participant shall follow the rules of conduct and play as may be set forth by OAS or others for the Program and any related events, as well as all rules of conduct as may be set forth by the Easton Foundations for any Facilities. We understand that any failure to do so may result in suspension or dismissal from the Program and/or suspension or dismissal from any Facilities.

- 5. Physical Condition, Medical Treatment Consent & Assistance.** Participant and I represent and warrant that Participant is in good and sufficient physical and mental condition to participate in the Program and in archery-related activities at the Facilities. We hereby consent to medical treatment and grant authority to OAS and Easton Foundations, including their respective coaches/instructors, officers, directors, employees, agents, and volunteers, to exercise their judgment concerning any medical assistance or hospital care that may be necessary for Participant in the event of an accident or illness during his/her participation in or attendance at the Program and or at the Facilities. We understand and agree that OAS and Easton Foundations shall not be liable for exercising such judgment regarding medical assistance or hospital care and that we shall remain solely liable for the cost and expense of any medical treatment rendered to Participant, for any injury suffered while participating in the Program or at the Facilities, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services.
- 6. Limited License.** Participant and I agree that OAS and Easton Foundations shall have a limited, perpetual, royalty-free license to use any and all photographs, digital images, videos or other likeness of Participant or me while attending or participating in the Program or in archery-related activities at the Facility so long as such use is reasonably deemed appropriate for educational or promotional purposes related to the Program, the Facility, or the sport of archery.
- 7. Entire Agreement.** This Assumption of Risk, Waiver, and Indemnification Agreement (this “Agreement”) constitutes the entire agreement between the parties regarding the subject matter covered in this Agreement, and supersedes any prior or contemporaneous agreements, understandings, or negotiations. This Agreement may not be amended or modified, by course of conduct or otherwise. Participant and I acknowledge and agree that this Agreement governs the legal rights and responsibilities of the parties, and that Released Parties may use this Agreement as an affirmative defense to bar or to dismiss any claim, suit or action, present or future, against them.

***By signing below, Participant and I acknowledge we have carefully read and understand this Assumption of Risk, Waiver, and Indemnification Agreement and agree to be bound by its terms. We understand that entering into this Agreement is voluntary. Participant is not required to participate in the Program or to use the Facility, nor are we required to enter into this Agreement. I further acknowledge that I am the parent/guardian of a Participant and that I have the authority to enter into this Agreement.***

<b>Name of Participant:</b>		
<b>Street Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Telephone:</b>		
<b>Name of Parent/Guardian of Participant:</b>	<b>Signature of Parent/Guardian:</b>	<b>Date:</b>
<b>Signature of Participant:</b>		<b>Date:</b>