

# Niagara Falls Archery Club

## Acknowledgement of Risk and Release of Liability 2024

For ADULT participants

**There is a potential of personal injury and property damage while attending or participating in any archery activity. READ THIS WAIVER CAREFULLY.**

The following waiver of all claims, release from liability, assumption of risk and other terms of this agreement, are entered into by the signer with, and for the benefit of the Niagara Falls Archery Club, its directors, officers, employees, volunteers, coaches, business operators, agents and site property owners or occupiers.

1. I confirm that I have reached the age of Majority in the Province of Ontario.
2. I am aware that there are inherent risks associated with the participation in archery activities. I am aware that those risks include, but are not limited to, the potential for serious personal injury caused by any event or any condition of the facility or equipment where archery is provided/covered by the Niagara Falls Archery Club. I understand that the risks are relative to my own state of fitness and health, and to the awareness, care and skill with which I conduct myself while participating in any archery activity.
3. I freely accept and fully assume all responsibilities of personal injury, death, property damage or loss resulting from my participation in any archery activity. I agree that although the Niagara Falls Archery Club has taken steps to reduce the risks and increase safety at our club, it is not possible for the Niagara Falls Archery Club to make archers completely safe. I accept the risks and agree to the terms of this waiver even if the Niagara Falls Archery Club is found to be negligent or in breach of any duty of care or any obligation to me in my participation in any archery activity.
4. I acknowledge my obligation to immediately inform the nearest club official of the Niagara Falls Archery Club of any injury that may be suffered during any archery activity. Further, I understand as well, that I may be stopped from participating at any time if my behavior is deemed to be unsafe by any official of the Niagara Falls Archery Club.
5. In addition to consideration given to the Niagara Falls Archery Club for my participation in any archery event, I and my heirs, next-of-kin, executors, administrators and assignees agree:
  - a. To waive all claims that I have or may have in the future against the Niagara Falls Archery Club;
  - b. To release and forever discharge the Niagara Falls Archery Club from all liability for all personal injury, death, property damage, or loss resulting from my participation in archery due to any cause, including but not limited to negligence (failure to use such care as a reasonable, prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error of judgment of the Niagara Falls Archery Club; and
  - c. To be liable for and to hold harmless and indemnify the Niagara Falls Archery Club from all actions, proceedings, claims, damages, costs demands including court costs and cost of a solicitor and own client basic, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in any archery activity.
6. I agree that this waiver, and all terms contained, is governed exclusively by the laws of the Province of Ontario where the archery activity is provided.
7. I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety and have agreed to the terms freely and voluntarily. I understand that this waiver is binding on me, and my Legal Represent.

**PLEASE PRINT CLEARLY**

Name of Archer: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ YYYY / MM / DD

Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ YYYY / MM / DD

**EMERGENCY CONTACT:**

Name: \_\_\_\_\_ Contact Number: \_\_\_\_\_