

Arrow Dynamic Archery - Release of Liability and Waiver

Activity Acknowledgment:

I, the undersigned, acknowledge that I am voluntarily participating in archery activities at Arrow Dynamic Archery. I understand that archery involves inherent risks, including but not limited to injury from arrows, equipment malfunction, falling arrows, misuse of equipment, and accidents involving other participants. I also acknowledge and appreciate that the risk of injury from archery, as well as other known or unknown events and activities, and/or the use of related buildings, structures, equipment, weapons, tree stands, roads, bodies of water, land, and all other real and personal property whether owned by Arrow Dynamic Archery or others, is significant. This risk includes, but is not limited to, the potential for permanent paralysis and death. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.

Assumption of Risk:

I acknowledge that I am aware of the following risks associated with participating in archery activities:

1. Physical Injury:

Injuries may result from my own actions or inactions, the actions of other participants, or the condition of the range, including but not limited to:

- Cuts, bruises, or lacerations from arrows.
- Strains or sprains from lifting or drawing a bow.
- Impact injuries from arrows that may ricochet or fall.

2. Equipment Risks:

I understand that the use of archery equipment, by myself or others on range premises or otherwise, is inherently dangerous and high-risk. This includes the risk of accidents if equipment is discharged by myself or others, whether properly or improperly handled. 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. This includes but is not limited to:

- Equipment malfunction or failure.
- Inadequate supervision or instruction.
- Improper use of equipment.

3. Environmental Risks:

I acknowledge the risks related to the environment of the range, including but not limited to:

- Uneven terrain or obstacles that may lead to trips or falls.
- Weather conditions that may impact safety and performance.

I assume full responsibility for any injuries, damages, or losses that may occur while I am engaged in archery activities, and I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual or significant hazards during my

presence or participation, I will remove myself from participation and bring such hazards to the attention of the nearest owner or staff member immediately.

Release of Liability:

In consideration of being allowed to participate in any way in Arrow Dynamic Archery events and activities, I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, hereby release, waive, discharge, and hold harmless Arrow Dynamic Archery, its owners, officers, directors, officials, agents, employees, volunteers, members, guests, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of real and personal property used to conduct the events and activities (collectively referred to as "Releasees") from any and all injury, disability, death, or loss or damage to person or property. This release applies whether such injury or damage arises from the negligence of the Releasees or otherwise, to the fullest extent permitted by law. I further acknowledge that this release extends to any incidents related to the use of buildings, structures, equipment, roads, bodies of water, land, or any real and personal property used for Arrow Dynamic Archery activities, whether owned by Arrow Dynamic Archery or others.

Indemnification:

I agree to indemnify and hold harmless Arrow Dynamic Archery, its owners, officers, directors, officials, agents, employees, volunteers, members, guests, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of real and personal property used to conduct the events and activities from any and all claims, losses, damages, or expenses, including attorney's fees, arising out of or in connection with my participation in archery activities, including claims made by third parties.

Medical Consent:

In the event of an emergency, I authorize Arrow Dynamic Archery to secure any necessary medical treatment for me. I agree to be responsible for any medical expenses incurred as a result of such treatment. I further agree to inform Arrow Dynamic Archery of any medical conditions, allergies, or physical limitations that may affect my participation in archery activities.

Supervision and Parental Responsibility for Minors:

If I am the parent or legal guardian of a minor participant, I understand that I am responsible for ensuring the minor's compliance with the safety rules and regulations set forth by Arrow Dynamic Archery. Should I choose to drop off my child or any minor under my care for participation in activities or classes at Arrow Dynamic Archery, I assume full responsibility for any injuries, accidents, or incidents that may occur in the absence of my direct supervision outside of the structured activity. I acknowledge that Arrow Dynamic Archery, its staff, and volunteers are not responsible for supervising minors outside of scheduled activities, and I release them from any liability arising from the same.

For Participants Under the Age of 18 (at the Time of Participation):

This is to certify that I, as the parent/guardian with legal responsibility for this participant, do consent and agree to the minor's release as provided above for all the releasees. 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.

Safety Rules and Regulations:

I agree to adhere to all safety rules and regulations set forth by Arrow Dynamic Archery, including but not limited to:

- Proper handling and usage of archery equipment.
- Following the instructions and guidance of staff and coaches.
- Observing all safety protocols established for the range.

Governing Law:

This Release of Liability and Waiver Form shall be governed by and construed in accordance with the laws of the state of California as it pertains to the activities conducted at Arrow Dynamic Archery. Any issues related to the internal governance of the LLC shall be governed by the laws of the state of Delaware.

Acknowledgment of Understanding:

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. I acknowledge that this agreement constitutes a release of all claims and that I am giving up significant legal rights.