

ASHEVILLE ARCHERY TRAINING CENTER

PHOTO RELEASE, CODE OF CONDUCT ACKNOWLEDGEMENT AND RELEASE AND WAIVER OF LIABILITY

A. Code of Conduct

By signing this release, I agree to be bound by the Asheville Archery Training Center (AATC) Code of Conduct, and understand that my participation in this and other AATC event(s) is contingent upon my adherence to the Athlete Code of Conduct. The code of conduct may be viewed here:

AATC CODE OF CONDUCT

As a parent I will:

Respect that the archery program is the focus of the event.
Encourage quiet and cooperative behavior.
Intervene to stop behavior that involves chasing, throwing or physical contact.
Intervene and prevent behavior that could result in children wandering into archery range areas where archers and instructors are present.
Intervene to keep children from playing or hanging-out in the parking lot area.
Ensure that my child/children understand the code of conduct and safety rules.

As an archer I will:

Shoot only when a coach is working with me and tells me it is safe to do so.
Respect and follow the safety rules.
Only shoot at the target directly in front of my shooting position.
Only shoot at the target, not into the air, not beyond the target.
Treat the bows and arrows with respect and care.

As a spectator I will:

Remain a safe distance behind the archers and follow the instructor safety protocol.
Avoid activities that could be distracting to coaches or archers.
Treat coaches, volunteers, and other participants with respect.

ARCHERY SAFETY RULES:

Obey the call "Hold the line" or "Bows down" by removing any nocked arrow, and not shooting again until the "Clear to shoot" instruction.
Never nock an arrow if there are people forward of the shooting line.
Never turn with a bow if you have an arrow nocked.
Never point a bow towards any person, even in jest.
Never "dry fire" or shoot a bow that does not have an arrow already nocked.
Only shoot at the target directly in front of you.
Never run on the archery range/field, especially when holding arrows.
Only pull arrows from targets with two hands – one gripping the arrow near the point, the other holding the target.
Failure to follow these Safety Rules and/or ignore the Code of Conduct will result in immediate removal and escort off the archery range/field.

Initials: _____

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B. PHOTO, VIDEO/OTHER DIGITAL MEDIA RELEASE

Photographs and videos are routinely taken at events. I hereby grant AATC permission to use my image/likeness and voice in photograph, video or other digital media for the purposes of recording the tournament events and subsequently promoting archery in any and all of its publications, including web-based publications, without payment or other consideration. AATC may edit, alter, copy, exhibit, publish or distribute my image/likeness for any lawful purpose. Additionally, I waive any right to inspect or otherwise approve the finished product where my image/likeness appears. With my signature below, I agree to the terms of this release. [I, for myself, and on behalf of my heirs, assigns, personal representatives, and next of kin, hereby release, and forever discharge USA Archery from any and all claims, demands and causes of action which may arise from this authorization.

C. WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In consideration of me (or my minor child, if Participant is under the age of 18) being allowed to participate in any way in any ("Activity") with AATC, I agree:

1. I understand the nature of the Activity and AATC activities in general and acknowledge my experience and capabilities and believe I am qualified to participate in such Activity, both physically and mentally. I further acknowledge that I am aware that the Activity may be conducted in facilities open to the public during the Activity. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. I FULLY UNDERSTAND that: (a) the Activity may involve inherent and other risks and dangers of SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place and/or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time but may arise in connection with my participation in the Activity; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY, both known and unknown, even if arising from the negligence of the releases or others; FOR any liabilities, LOSSES, COSTS, AND/OR DAMAGES I incur as a result of my participation in the Activity.
3. I, FOR MYSELF, AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN, HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AGREE TO HOLD HARMLESS AND WAIVE ALL CLAIMS RELATING TO AATC, ITS ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, VOLUNTEERS, AND EMPLOYEES, OTHER PARTICIPANTS, ANY SPONSORS, ADVERTISERS, AND IF APPLICABLE, OWNERS AND LESSORS OF PREMISES ON WHICH THE ACTIVITY TAKES PLACE (EACH CONSIDERED ONE OF THE "RELEASEES" HEREIN) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY MY PARTICIPATION IN THE ACTIVITY FROM WHATEVER CAUSE, INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, EXCEPT AS THE RESULT OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. I FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, OR ANYONE ON MY BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Initials: _____

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I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

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's Name

Participant's Signature

Date Signed

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

Parent/Guardian Signature

Date Signed

Emergency Phone Number:

Initials: _____