

Mountain State Sportsmen's Association

685 Hoagland Run Road • PO Box 191 • Parkersburg, WV 26102 • info@mtstate.org

MOUNTAIN STATE SPORTSMEN'S ASSOCIATION WAIVER AND RELEASE OF LIABILITY – Read Before Signing

In consideration of being allowed to participate in any way in Mountain State Sportsmen's Association (MSSA) events and activities, the undersigned acknowledges, appreciates, and agrees that:

- 1) The risk of injury from firearm use, 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 MSSA 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 MOUNTAIN STATE SPORTSMEN'S ASSOCIATION, 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: (_____) _____