



ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, INDEMNITY AGREEMENT (“WAIVER”)

In consideration of being allowed to enter and/or participate in any activities at DART OF WAR (“Activities”), the undersigned acknowledges, appreciates and agrees to the following:

The Shooting Area and equipment can be dangerous and can result in serious injury to me/my child/children. I understand the nature of Activities and represent that I am qualified, in good health, and in proper physical condition to participate in such Activities. If I believe any of the Activities are unsafe, I will immediately stop participating. I understand that these Activities may involve risk of bodily injury, which may be caused by my own actions/inaction or actions/inaction of other participants. I hereby knowingly and voluntarily assume any and all such risks, including presently unknown or unforeseeable risks, and voluntarily assume all responsibility for losses/damages/pain resulting from participation in these Activities.

I hereby forever release and discharge DART OF WAR, its respective owners, heirs, shareholders, administrators, directors, agents, officers, lessors, volunteers, employees, other participants, any sponsors, and advertisers (“Releasees”) from any and all liability, claims, demands, losses, or damages, however caused, whether related to property damage, theft, and/or personal injury, and whether based on tort, intentional act, strict liability, negligence, and/or negligent rescue. I will indemnify, save and hold harmless each of the Releasees from any claim, expense, attorney’s fees, loss, liability, damage, or cost which relates to, or arises from, this Waiver, to the fullest extent permitted by law. 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 law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

PARENTAL/LEGAL GUARDIAN CONSENT

_____ AND I, the Minor’s parent and/or legal guardian, understand the nature of the above referenced Activities and the Minor’s experience and capabilities and believe that Minor to be qualified to participate in such Activities. I hereby Release, discharge, covenant not to sue and agree to indemnify and save and hold harmless each of the Releasees from all liability, claims, demands, losses or damages on the Minor’s account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the Minor, or anyone on the Minor’s behalf makes a claim against any of the above Releasees, I will indemnify, save and hold harmless of each of the Releasees from any litigation expenses, attorney’s fees, loss liability, damages, or costs any Releasee may incur as a result of any such claim.

I HAVE READ THE AUTHORIZATION AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE DART OF WAR FROM ALL LIABILITY ARISING AS A RESULT OF THIS AUTHORIZATION.

Printed name/Signature of Participant(s)/Minor(s)

Printed name/Signature of Parent/Legal Guardian

Today’s Date _____