



ASSUMPTION OF RISK, WAIVER AND INDEMNIFICATION AGREEMENT

This is an important document which affects your rights, please read it carefully.

1. Consent & Assumption of Risk. I, _____ (parent's/guardian's name [please Print]), consent to my son's/daughter's (Participant) attendance at and participation in the High Tech High Point Loma Archery program (HTH-PLA or the Program) operated by High Tech High (HTH) staff members. In doing so, Participant and I understand that Participant's participation in or attendance at the Program is, and at all times will continue to be, at his/her and my own risk. Participant and I understand the numerous risks of injury or damage to person and property (including but not limited to injury or death) involved in the Program. We understand HTH has taken steps to reduce the chance of injury and damage, but we also understand the risks associated with participation in or attendance at the Program cannot be eliminated. Participant and I acknowledge and agree that HTH makes no representations or warranties, express or implied, regarding the Program. We knowingly and voluntarily assume full and complete responsibility for any and all injuries and damages of any kind that relate to or arise out of the Program or any related events, including but not limited to injuries and damages related to or arising from participation in or attendance at the Program, the use of equipment, or the activities of others.

2. Non- Liability, Waiver & Release. Participant and I, on behalf of our ourselves and our heirs, estates, executors, successors and assignees, agree that HTH, inclusive of all of their owners, managers, directors, officers, instructors, affiliates, partners, joint ventures, parent companies, subsidiaries, predecessors, successors, assigns, insurers, reinsurers, claims administrators, employees, and agents of any kind (Released Parties), shall not be liable for any injuries, damages, costs or expenses of any kind that relate to or arise from the Program or any related events, including but not limited to injuries and damages related to or arising from participation in or attendance at the Program, the use of equipment, or the activities of others. Participant and I, on behalf of ourselves and our heirs, estates, executors, successors and assignees, fully and forever waive, release and discharge, to the fullest extent permitted by law, all claims, suits, charges, demands, or actions of any kind against the Released Parties, that relate to or arise from the Program or any related events, including but not limited to injuries and damages related to or arising from participation in or attendance at the Program, the use of equipment, or the activities of others.

3. Indemnification & Hold Harmless. Participant and I further agree to defend, immediately, and hold harmless Released Parties from and against all claims, suits, charges, demands, or



actions of any kind that relate to or arise from the Program or any related events, including but not limited to injuries and damages related to or arising from participation in or attendance at the Program, the use of equipment, or the activities of others.

4. Rules of Conduct & Play. Participant and I agree that Participant shall follow the rules of conduct and play as may be set forth by HTH-PLA, HTH, or others, for the Program and any related events. We understand that any failure to do so may result in suspension from or dismissal from the Program.

5. Physical Condition, Medical Treatment Consent & Assistance. Participant and I represent and warrant that Participant is in good and sufficient physical and mental condition to participate in the Program. We hereby consent to medical treatment and grant authority to HTH to exercise their judgment concerning any medical assistance or hospital care that may be necessary for Participant in the event of an accident or illness during his/her participation in or attendance at the Program. We understand and agree that we shall remain solely liable for the cost and expense of any medical treatment rendered to Participant, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services.

6. Entire Agreement. This Assumption of Risk, Waiver and Indemnification Agreement (Agreement) constitutes the entire agreement between the parties regarding the subject matter covered in this Agreement, and supersedes any prior or contemporaneous agreements, understandings or negotiations. This Agreement may not be amended or modified, by course of conduct or otherwise. Participant and I acknowledge and agree that this Agreement governs the legal rights and responsibilities of the parties and that Released Parties may use this Agreement as an affirmative defense to bar or to dismiss any claim, suit or action, present or future, against them. By signing below, Participant and I acknowledge we have carefully read and understand this Assumption of Risk, Waiver and Indemnification Agreement and agree to be bound by its terms. We understand that entering into this Agreement is voluntary. Participant is not required to participate in the Program, nor are we required to enter into this Agreement. I further acknowledge that I am the parent/legal guardian of Participant and that I have the authority to enter into this Agreement.

<i>Name of Participant:</i>		
<i>Street Address:</i>		
<i>City:</i>	<i>State:</i>	<i>ZIP:</i>
<i>Telephone:</i>		

<i>Signature of Parent/Guardian of Participant:</i>	<i>Date:</i>
<i>Signature of Participant:</i>	<i>Date:</i>