

Waiver of Liability and Hold Harmless Agreement

(To be signed by parent or legal guardian of Participant if Youth Heritage Outdoors Participant is under 18 years of age.)

In consideration for receiving permission to participate in the activities of Youth Heritage Outdoors (“YHO”), I hereby release, waive, discharge, and indemnify YHO, its Participants, officers, directors, coaches, agents, sponsors, governing bodies, volunteers and attorneys (“Releasees”) from any and all liability, claims, demands, actions, and causes of action of any kind or nature whatsoever, known or unknown, foreseeable or unforeseeable, including those arising out of or related to any loss, damage, injury, or death that may be sustained by me (or my minor child) while participating in activities, whether caused by the negligence of the Releasees or otherwise.

I am fully aware of the risks involved and hazards connected with the activities, including the risk of injury or death. I (or my minor child) elect to voluntarily participate in those activities with full knowledge that they may be hazardous. I voluntarily assume the risk of loss, property damage, personal injury, and/or death that may be sustained by me or my heirs and assigns as a result of me (or my minor child) engaging in such activities, whether caused by the negligence of Releasees or otherwise.

I further hereby agree to indemnify, defend, and hold harmless the Releasees from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my (or my minor child) participating in the activities, whether caused by the negligence of Releasees or otherwise.

I understand that YHO does not maintain insurance policy covering liability arising from my (or my minor child’s) participation in the activities. I am aware that I should review my own personal insurance coverage as no such losses or liability will be covered by any insurance maintained by YHO.

I understand that this Waiver of Liability and Hold Harmless Agreement binds the members of my family, spouse, heirs, assigns, and anyone who may claim rights on or through my behalf, and shall be deemed as a full release, waiver, discharge, and covenant not to sue the Releasees and as an agreement to indemnify, defend, and hold the Releasees harmless against any and all claims of any kind or nature, known or unknown, foreseeable or unforeseeable.

In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by it.

This Waiver of Liability and Hold Harmless Agreement shall remain in effect into perpetuity and shall be construed and governed by the laws of the State of Minnesota.

YOUTH HERITAGE OUTDOORS

GENERAL IMAGE/PHOTOGRAPHY RELEASE

I hereby authorize Youth Heritage Outdoors (“YHO”) to use and publish images of me or my child taken during YHO activities or events and consent to the use of my child’s or my name and likeness for use in print, online, video and other marketing materials, YHO events or activities related to the YHO.

I hereby, on behalf of myself, my family and my child, release and hold harmless YHO, its board of directors, coaches and volunteers from any reasonable expectation of privacy or confidentiality associated with the images specified above. I further acknowledge that my child’s and my participation is voluntary and that we will not receive financial compensation of any type associated with the taking or publication of these images or their use in marketing materials or other publications. We agree that use of said images confers no rights of ownership or royalties to me or my child whatsoever.

REPRESENTATIONS/ACKNOWLEDGMENTS

STUDENT ATHLETE (“Participant”):

I understand that shooting, fishing, and archery in YHO activities is a privilege. I agree to act responsibly and follow all safety rules while participating in YHO. I will encourage, support, cooperate and show respect to my coaches, boat adult, and represent YHO in a positive manner at competitions.

I will attend YHO activities with a positive attitude, practice good sportsmanship at all times, and will comport myself as a lady or gentleman at all times.

I understand that unsportsmanlike behavior on my part may result in my disqualification and even expulsion from YHO activities.

I will not lie, cheat, or steal nor tolerate those who do.

I affirm that I have read and understand the terms as stated above and that I agree to abide by the stipulations therein.

PARENTS/GUARDIANS:

I understand the YHO’s first and foremost priority is safety. I will enforce the YHO’s safety standards with my child at all times.

I will encourage my child and other YHO Participants to have fun.

I will behave as a positive role model, respect the goals of YHO, and reinforce the character values of good sportsmanship, YHO, and self-discipline.

YOUTH HERITAGE OUTDOORS

Any problems or criticisms will be presented in a positive way to YHO or a designated assistant.

I will refrain from criticizing other shooters, fishers, archers, coaches, boat adults, scorers, or range safety officers, using abusive language, or consuming alcohol or drugs before or during all YHO activities that I attend.

I affirm that I have read and understand the terms as stated above and that I agree to abide by the stipulations therein.

As the parent or legal guardian of the Participant, a minor child, or I am the Participant of 18 years of age or older, I affirm that I have the authority to act on behalf of the Participant and, as such, do hereby give my consent for the Participant to participate in YHO activities. I declare that I have read and fully understand this entire agreement, including the above releases, waivers and code of conduct, and that by submitting this form I agree that all the provisions of the form are equally binding upon me, my representatives, heirs, assigns, and next of kin, as they are upon the Participant.

I/We acknowledge that the signature confirms that I/we have read and reviewed the information contained in this agreement. I/we also acknowledge that an electronic signature on this agreement has the same legal effect, validity, and enforceability as a signature on a non-electronic form.

Participant Signature

Date

Parent/Guardian Signature

Date