

Athlete / Coach / Adult Volunteer Release of Liability Form
IMPORTANT: THIS IS A LEGAL DOCUMENT – A RELEASE OF LIABILITY

Please read and understand this document before signing. If you have any questions, please ask us or consult an attorney.

You are giving up specific legal rights for you, your family and your heirs by signing this contract.

Tennessee Wildlife Federation, Inc. and Shelby Farms, Ranges, landowners, and clubs their employees, agents, directors, officers, sponsors, advertisers, volunteers, contractors and subrogors (hereinafter TWF) have done everything possible to ensure that you have a rewarding experience. We wish to inform our Volunteers, Visitors, Coaches, Parents, Officials, Youth and all other participants and spectators that hunting, target shooting, and other such youth activities, (hereinafter Shooting Sports) are not risk free. The same elements that contribute to the unique character and fun of Shooting Sports and hunting such as the physical exertion or the settings can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma, or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of the possible risks. We ask that you read this, sign it, and return it to our office.

EXPRESS ASSUMPTION OF THE RISK

There are risks that accompany all aspects of life as well as Shooting Sports. Some of these risks are inherent in the activity; some are changed, increased or decreased due to the activities of TWF. You must understand and accept all the risks of the activity, inherent and others.

Kids enjoy life. In that process kids fall down, get back up and keep having fun. Sometimes though a kid might not get back up as quickly or bounce back as fast. As a parent you well know, there is no way to prevent a child from falling down or getting hurt. TWF will do the best job we can to help your child bounce back and enjoy the activity. However you need to acknowledge and understand that no matter how many staff or how much work we do, sometimes a child can get hurt.

Any activity involving rifles, shotguns or other firearms runs the risk of an accident. Before allowing your child to attend any event, prepare your child by going through the safety issues you expect your child to know and understand when working with firearms. Make sure your child knows how the firearm will work, how it is to be loaded, carried, transported and handled. Your child must know how the safety on any weapon provided works or how the weapon is to be disabled to prevent discharge. Decisions are made by the instructors, coaches and participants in a rural setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. Decisions are based on experience, observation, participant abilities and numerous other factors at the time. Weather can change, participants can tire, and abilities are not as stated which may change the entire situation placing people at risk. As a participant, you accept these risks and situations based on guide decisions and other factors.

Participants may have free and unsupervised time. Throughout the program, participants are responsible for their own safety and for the safety of other members of their group. It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries. Travel to and from the Shooting Sports activity is incidental to the Shooting Sports. Accidents can occur during travel to and from the activity site.

This list is not an exclusive or exhaustive list of possible injuries; trauma or accidents that may occur while engaging in any of the Shooting Sports described above, or that you may encounter. Most of these injuries are rare, and you are not likely to encounter them. However, they have occurred, and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

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You certify that you have reviewed this document with your family. You certify that you have examined the TWF website and looked at the information, risks and videos posted on the company website. You certify that your family, including minor children and yourself are fully capable of participating in a Shooting Sports program. You state that you have read the above statement on some of the possible risks in this activity. Therefore, you assume full responsibility for yourself, your family, including minor children, for bodily injury, death, and loss of personal property and any expenses as a result of **your negligence, negligence of your family, or the negligence of TWF**. You hereby **expressly consent and assume all risks of the activity** for yourself and your family, including the risks associated with traveling to and from the activity. You also understand that TWF reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in a Shooting Sports activity. Your family and you are in good physical condition and able to undertake this activity. You understand and agree that this is a voluntary activity, and you are doing so for recreational purposes and do so voluntarily. **If as Parent/ Volunteer, you agree to read and to explain to any minor all posted signs and warnings, including instructions on use of equipment as well as the risks outlined in this agreement and, you agree participants will obey all signs, and warnings posted and to obey instructions from staff.**

CONTRACT, WAIVER, RELEASE, AND INDEMNIFICATION

You waive any legal right to any claim and agree to **indemnify and hold harmless** TWF, their agents and employees from all claims, damages, losses, injuries, and expenses arising out of or resulting from your family's or your participation in these activities for all past, present or future claims, demands, and causes of action. This release of liability covers all risks of the activity and any negligence of TWF, including claims for **negligent hiring, instruction, operation** or other **forms of negligence not normally**

associated with the Activity. You agree that TWF has a subrogation/right to indemnification for your actions based on any permit, grant, contract or agreement with third parties. You further agree to release, acquit, and covenant not to sue TWF, their agents, and employees for all actions, causes of action, past, present or future claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of TWF, negligence of another participant, or your family, yourself, or your heirs, against TWF arising out of participation in this program. This agreement covers the incidental transportation to and from the recreation location. In short, you cannot sue TWF or anyone else for any reason if you or your family or minor child may receive an injury, and if you do, you cannot collect any money. This release shall not be superseded by any other agreement, nor shall this release supersede any agreement, whether there is any perceived inconsistency or not.

You agree to **indemnify, agree to subrogation** and to **reimburse** TWF for any damages, costs, fees or expenses TWF expends on you or your family's behalf, including the cost of any Search and Rescue or for any damages you may do to third parties. You understand this means you are the insurer for the TWF for any actions or damages, you or your family may incur.

You agree to the site of any lawsuit and the law governing any such lawsuit shall be **Davidson County Tennessee** and governed by **Tennessee law** no matter the perceived or actual difficulties, deprivation of a meaningful day in court, or the harm to either party's case or trial in **Davidson County Tennessee** applying **Tennessee Law**. You understand and agree that you may be giving up the right to a deprivation of a meaningful day in court and that there are no extraordinary circumstances that would change that legal issue. The terms of this agreement shall continue and be, in effect, after the Shooting Sports activity has ended. No changes in this document are valid. You agree this forum selection clause applies to all claims, counterclaims, defenses and third-party claims brought by either party to this agreement.

As liquidated damages, you hereby agree that if TWF is forced to defend any action, lawsuit or litigation or for breach of the covenant not to sue or the covenant of good faith and fair dealing, by yourself, your executors, or your heirs, on your family's or your behalf, your heirs or executors, and you agree to pay TWF's costs and attorney's fees if they successfully defend such action, lawsuit or litigation. You understand and agree that you are indemnifying TWF for any claim you may bring for any injury you receive, and if you do, so you will be subject to paying TWF'S damages and costs, including attorney fees. Should any sentence, clause, paragraph, or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. This release is intended to be interpreted as broadly as possible to affect the intent and purpose of the release as limited by the Tennessee Supreme Court in Copeland v. HealthSouth/Methodist Rehab. Hosp. Except as specifically stated otherwise herein, this Agreement sets forth the entire understanding of the parties and all prior understandings or communications, electronic, online, written or oral, are superseded by this Agreement.

COVID-19

You will be coming in contact with equipment, posts, stands, tables, chairs, furniture and other items that have been touched or used by other guests, as well as coming in contact with other guests. Maintain proper social distancing, use appropriate, gloves, masks and other personal protection equipment to protect you and other guests. Always wipe down any equipment you have used and disinfect if necessary. You assume the risk of becoming a carrier or becoming sick from any illness, virus, bacterial infection or other disease while at TWF Shooting Sports activity.

If you do not want to sign this release, you understand you cannot participate in any TWF Shooting Sports activity, and you are free to go to other events and activities.

You have adequate health, disability, and life insurance for your family and yourself.

You hereby give permission for transportation to any medical facility or hospital. You authorize any qualified person or medical personnel to render necessary emergency medical care for yourself and your family. You hereby authorize the release of any medical information, including information concerning your HIV or "Aids" status, in the possession of TWF to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse, or other such person rendering care on your behalf. You hereby waive any action or claim against TWF or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information, including your HIV or "Aids" status.

You, of your own free will, for your family, your minor children, your heirs and executors and yourself, have read, understand and acknowledge the risks and liability for yourself and your family.

You acknowledge that you have received a Copy of this Document if you wanted one. You understand that you are signing this document electronically or may be signing this document electronically in the future. You understand and agree under state and Federal law; there is no difference between signing this electronically or in writing.

I hereby hold harmless, release, and forever discharge the TWF from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

You Have Read and Understood this Agreement. You are Voluntarily Signing this Agreement. You understand you are giving up certain legal rights for yourself, your family and your heirs.

By signing this you understand you, your family and your heirs cannot sue for any reason. If you or anyone else sues because of your injury you, and they cannot collect any money. If anyone sues and loses you will owe us money.

By checking this box, you indicate that you and/or your family have previous firearms experience.

I am a/an (circle one): Athlete Coach Adult Volunteer (Parent/Guardian signature required for athletes)

Print Name: _____ Date: _____ Phone: (____) _____

Address: _____ Email: _____

Signature: _____ Parent/Guardian Signature: _____

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