

2023 COLORADO BOWHUNTER'S ASSOCIATION (CBA) & LAKE COUNTY, COLORADO -
WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to participate in any way in Colorado Bowhunters Bowhunter's Association, Inc. (hereafter designated, CBA) events and activities, the undersigned acknowledges, appreciates, and agrees that:

- 1) The risk of injury from archery and other known and unknown events and activities and/or the use of the related buildings, structures, equipment, automobiles, firearms, weapons. ATVs. boats, tree stands, roads, bodies of water, land and all other real and personal property whether owned by CBA 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 property and Eureka Ranch, LLC., 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 CBA, its officers, directors, officials, agents, employees, volunteers, members, guests, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, Eureka Ranch, LLC, Josh O'Neill and the Estate of Dennis O'Neill, owners and lessors of real property and personal property used to conduct the events and activities AND Lake County, Law enforcement agencies public entities or any other Law Enforcement Agency. ("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.
6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS **Lake County Colorado**, its officers, directors, officials, agents, employees, volunteers, members, guests, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, Eureka Ranch, LLC, Josh O'Neill and the Estate of Dennis O'Neill, owners and lessors of real property and personal property used to conduct the events and activities AND Lake County, Law enforcement agencies or public entities ("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. All GUESTS WHO ATTEND WITH ME WILL ALSO SIGN THIS WAIVER OR BY CHECKING "LIABILITY READ AND RELEASED CHECK BOX" AND BY SIGNING BELOW I AM SIGNING FOR MY CHILDREN AND MINORS ATTENDING WITH ME.

Participant' Name

Spouse Signature (Must Sign if a Member or Guest)

Participant's Signature

Date Signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE - 18, AT THE TIME OF PARTICIPATION)

All Minors Who Shoot at the Range Must Be Listed!

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

1st Minor Name: _____

2nd Minor Name: _____

* _____
Parent/Guardian Signature

3rd Minor Name: _____

Date Signed: _____

4th Minor Name: _____

Completed waiver will be kept on file by club for 2 years and indefinitely in the event of significant injury to a particular participant.