

ATTACHMENT 3

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

In consideration of the permission granted to me to compete and participate in the Activity of Archery (Activity), I represent that I understand the physical nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate. **I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participating in the Activity.**

I fully understand that this Activity is physically and mentally demanding; this Activity involves risks of permanent catastrophic bodily injury, including permanent disability, paralysis, and death, which may be caused by my own actions or inactions, those of others participating in the event, or the conditions in which the event takes place, and there may be other risks either not known to me or not readily foreseeable at this time.

Understanding and agreeing to the above, I hereby agree to assume all risks involved. I agree not to sue, to release, hold harmless, indemnify, and defend the United States of America, Joint Base Andrews Outdoor Recreation staff, Non-Appropriated Funds instrumentalities, or any other United States Air Force Agency, organization, its officers, members, agents, or employees (all referred to as “**US Government**” herein) from any and all liability, claims, demands, losses, or damages in any way related to my use of the Joint Base Andrews Outdoor Recreation facilities. I know, understand, and agree that I am freely assuming the risk of my personal injury or death, as well as any property damage, loss, or destruction that may result while participating in the archery program, including such injuries, death, damage, loss or destruction as may be caused by the negligence of the US Government.

If I, my heirs, administrators, executors, or assigns should demand, claim, sue, or aid in any way such demand, claim, or suit, I agree for myself, my heirs, administrators, executors, and assigns to indemnify the US Government for all damages, expenses, and costs it may incur as a result thereof.

I also understand and agree that any archery equipment I am renting is being rented **AS IS** in order to participate on the archery range. I understand that while the equipment is in my possession, **I am solely responsible for the equipment rented to me.** I agree to be held liable for any and all damages or loss to US Government equipment which is caused by my negligence, willful misconduct, dishonesty, or fraud. **I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER. I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE THE POSSIBLE HAZARDS OF USE OF CYCLING AND I AM FULLY AND VOLUNTARILY WAIVING ALL LIABILITY THAT MAY ARISE BY REASON OF THIS PARTICIPATION AFTER FULL CONSIDERATION OF THE RIGHTS I AM WAIVING. THIS WAIVER IS IN CONSIDERATION OF MY BEING ALLOWED TO PARTICIPATE IN CYCLING AT JOINT BASE ANDREWS OUTDOOR ADVENTURE PROGRAM.**

Printed Name

Date

Signature

If participant is under the age of eighteen (18) years, please provide parental consent below:

The undersigned parent, and natural guardian or legal guardian, does hereby represent that he/she is, in fact, acting in such capacity, and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act; and release said parties on behalf of the minor and the parties or legal guardian.

Printed Name of Minor

Date

Signature of Parent or Legal Guardian

Printed Name of Parent or Legal Guardian