



WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in the AMS Bowfishing event (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge AMS, llc DBA AMS Bowfishing, located at 111 Connor Ave, Stratford, Wisconsin 54484, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless AMS, llc DBA AMS Bowfishing against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If AMS, llc DBA AMS Bowfishing incurs any of these types of expenses, I agree to reimburse AMS, llc DBA AMS Bowfishing.

I acknowledge that AMS, llc DBA AMS Bowfishing and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of AMS, llc DBA AMS Bowfishing.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE AMS, llc DBA AMS Bowfishing AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST AMS, llc DBA AMS Bowfishing FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of AMS, llc DBA AMS Bowfishing, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, and AMS, llc DBA AMS Bowfishing agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.





I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will. In the event that the participant is under the age of consent (18 years of age), then the release must be signed by legal parent/guardian.

Participant's

Name:

Participant's

Address:

Date:

Participant's Signature:

In the event of an emergency, please contact the following person(s) in the order presented (Cannot be a teammate):

Emergency Contact

Contact Relationship

Contact Telephone

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian

Name:

Date:

Address:

Relationship to

Participant:

Parent/Guardian signature:





MEDIA RELEASE

I, the undersigned, hereby give my consent for AMS, LLC to use my likeness, statements, voice and sound as a promotion for the company's business.

I, personally and on behalf of my heirs, personal representatives, successors and assigns, do hereby release, waive, discharge and covenant not to sue AMS, LLC, its officers, shareholders, employees, successors and assigns from any or all claims regarding the use of my likeness, statements, voice and sound, including, without limitation, claims for compensation, defamation or invasion of privacy or other infringements or violations of personal or property rights of any sort whatsoever that I may now or hereafter have against AMS, LLC or any related party thereto.

I understand that any pictures, video, writings and audio obtained by AMS, LLC in analog or digital form, can and will be used for commercial purposes. These purposes include – but are not limited to – publications online, in print, in promotional materials or on product packaging, audio-visual materials, use in broadcast television, films or audio and video available for viewing or downloading via the Internet. Furthermore, I understand and consent that AMS, LLC may allow third-parties to use the pictures, video, writings and audio for similar purposes and further consent that AMS, LLC may receive compensation from such third-parties for authorized use.

I freely give this authorization without expectation of compensation, even in the event that AMS, LLC receives compensation from a third-party for the use of my likeness, statements, voice and sound.

SIGNING OF THIS RELEASE CONSTITUTES A CERTIFICATION THAT THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS MEDIA RELEASE FORM.

Participant Signature _____ Date _____

Participant printed name _____

Parent / guardian printed name (If under age 18) _____

Parent /guardian signature (If under age 18) _____

Relationship to Participant _____ Date _____

