

DGIF CONTRACT AND RELEASE OF LIABILITY

THIS ARCHERY INSTRUCTION WORKSHOP CONTRACT AND RELEASE OF LIABILITY ("Contract") is entered into upon the date signed below by those individuals submitting requests for registration as participants ("Participants") by and between the Virginia Department of Game and Inland Fisheries and participating Federal, State, or local agencies and/or corporate sponsors, for this event: CASCADES LIBRARY, 21030 Whitfield Place, Potomac, Falls, VA 20165 ("Sponsors").

WHEREAS, "Sponsors" desire to provide an outdoor recreation skills training event to be conducted at CASCADES LIBRARY IN POTOMAC FALLS, VA on NOVEMBER 14, 2014.

WHEREAS, "Participant(s)" desire to receive instruction in one or more of the activities described in the Outdoor Skills class Information Packet, archery instruction announcement and/or the Registration Form which are incorporated herein as is set forth in full.

NOW, THEREFORE, in consideration of the mutual covenants and conditions in this Contract plus other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

SECTION 1: REGISTRATION OF PARTICIPANT(S).

The "Participants" being the same participants that sign below, wish to receive the requested instruction.

SECTION 2: ACKNOWLEDGEMENT OF SPECIAL NEEDS AND RULES.

For the purposes of your safety and to accommodate special needs, "Participants" agree to advise Sponsors of any pregnancy, mental or physical handicap, disability, visual and/or auditory impairment, influence of prescription drugs, illegal drugs and/or alcohol. I understand that as a registered guest, I (we) will not bring or possess ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS onto the premises and understand and agree to abide by the general rules of conduct prescribed for guests of this event and by the facility being used for this event.

SECTION 2: RIGHT TO REFUSE PARTICIPANT(S).

Participant(s) understands and agrees that Sponsors may disallow the participation of any Participant(s) which Sponsors believes in their sole judgment may present a safety hazard to other Participant(s), Sponsors' staff, Sponsors' invitees and/or to themselves.

SECTION 3: WARNING AND ASSUMPTION OF RISK.

Participant(s) understands that outdoor recreation and conservation involves activities where there are inherent elements of risk always present despite all safety precautions. Participant(s) fully accepts any and all such risk(s).

SECTION 4: RELEASE OF LIABILITY FOR NEGLIGENCE.

Participant(s) hereby, for themselves, their heirs, administrators and assigns, release and discharge sponsors, sponsors' agent and sponsors' affiliates from all claim for bodily injury, property damage, death, medical expenses and other financial losses occurring to the Participant(s) during the instruction due to the negligence of the Sponsors, Sponsors' agents and/or Sponsors' affiliate.

SECTION 5: INDEMNIFICATION.

Participant(s) further agree to indemnify and hold harmless the Sponsors plus their agents and affiliates from any and all costs, including reasonable attorney fees, incurred in defending against claims arising from the negligent acts or omissions, reckless acts or omissions or intentional misconduct by themselves or other Participant(s) during the instruction.

SECTION 6: PUBLICITY.

Participant(s) grant permission to Sponsors and their affiliates to publish, in any form, any photographs of Participant(s) while involved in the Instruction and agree that Participant(s) are not due any payment from Sponsors for publishing their photographs.

SECTION 7: ENTIRE AGREEMENT/VIRGINIA LAW/PARTIAL INVALIDITY.

This document constitutes the final and entire agreement between Sponsors and Participant(s) concerning the Instruction. This Contract is delivered, executed, accepted and performed exclusively within the Commonwealth of Virginia and shall be interpreted and enforced under the laws of Virginia. In the event that any term or terms of this Contract shall be determined to be illegal or unenforceable all other terms and conditions of this Contract shall remain in full force and in effect.

BY SIGNING BELOW, THE PARTICIPANT(S) WARRANT THAT THEY HAVE READ AND FULLY UNDERSTAND THAT THIS CONTRACT INCLUDES A RELEASE OF LIABILITY FOR NEGLIGENCE. AND WARRANT THAT THEY SIGN THIS DOCUMENT OF THEIR OWN FREE WILL.

NAME

AGE

DATE

Participant: _____

Parent / Guardian if under 18: _____

