



## AYSSP Student/Athlete Participation Form

- Complete each section, including the “Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement.” Please print legibly or type on the PDF form fields.
- Return the signed original to your team’s coach, to be forwarded to the AGFC AYSSP Coordinator.
- Forms must be returned by February 1 of each year to be eligible for AYSSP Team Packages. Students/athletes registering after February 1 **will not** be eligible for AYSSP Team Packages.
- Forms will not be accepted after March 1.

### Student Information

Student Name: \_\_\_\_\_  
First MI Last

Hunter Education Number: \_\_\_\_\_

Address: \_\_\_\_\_ AR \_\_\_\_\_  
P.O. Box / Street City Zip

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ /19 \_\_\_\_ Sex: M \_\_\_\_ F \_\_\_\_ Race: \_\_\_\_\_

### Parent/Guardian Information

Parent/Guardians Name: \_\_\_\_\_  
First MI Last

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Insured: Y \_\_\_\_ N \_\_\_\_ If yes, name of insurance provider: \_\_\_\_\_

### Team Information

Team Name: \_\_\_\_\_

Coach Name: \_\_\_\_\_

Gun Type: 12 g \_\_\_\_ 20 g \_\_\_\_ Grade: \_\_\_\_\_ Division: Jr. \_\_\_\_ Sr. \_\_\_\_



## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Dear Parent or Guardian,

Your child or ward (the "Participant") has indicated an interest in participating in the Arkansas Youth Shooting Sports Program (the "AYSSP") sponsored by the Arkansas Game and Fish Commission (the "AGFC"). We know that it is your wish as well as ours that every precaution be taken to protect our participants from injury. We do our utmost to promote this by proper training, by the use of protective equipment, and by encouraging good safety habits. However, accidents do happen in sporting events as elsewhere. Although the AGFC provides limited health and accident insurance for the AYSSP, we recommend that the Participant be insured with your own personal family insurance. Participant's participation in the AYSSP is contingent upon both the custodial parent (or guardian) and child (or ward) (collectively the "Undersigned") reading, understanding, and voluntarily executing this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (the "Agreement").

The Undersigned have been informed and understand that participation in the AYSSP is voluntary and that AYSSP activities will include, but may not be limited to, practicing and participating in trap shooting, handling and firing loaded firearms and live ammunition, and travelling to trap shooting competitions. The Undersigned fully understand that while participating in the AYSSP Participant will engage in and be exposed to physical activities that involve risk of serious bodily injury, illness, property damage, permanent disability, paralysis, and possibly even death. Such consequences may result from Participant's own actions or inactions, the actions or inactions of others, weather conditions, the condition of the equipment or facilities used, the condition of the firearms or ammunition used, negligent first aid operations, wildlife, or the negligence or fault of the Released Parties named below. In addition, the Undersigned understand that there may be other risks and dangers not known or not readily foreseeable at this time. **THE UNDERSIGNED HEREBY GRANT PERMISSION FOR PARTICIPANT TO PARTICIPATE IN THE AYSSP AND KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASED PARTIES NAMED BELOW, AND FURTHER ASSUME ALL RESPONSIBILITY FOR INJURIES, ILLNESS, DISABILITY, DEATH, LOSSES, COSTS (INCLUDING ANY AND ALL MEDICAL AND HEALTH SERVICES), AND DAMAGES INCURRED AS A RESULT OF PARTICIPANT'S PARTICIPATION IN AYSSP ACTIVITIES.**

The Undersigned understand and agree that some or all of the AYSSP activities will be open to the public and that Participant's participation may be filmed or photographed. The Undersigned hereby grant the AGFC the right to make videos, photographs, and audio recordings of Participant during AYSSP activities (collectively the "Footage") and to use the Footage with Participant's name, likeness, photograph, voice, dialogue, sounds, and biographical information in any and all media now existing or subsequently developed, without any compensation to the Undersigned whatsoever. The rights granted herein shall also include the right to edit, delete, and dub the Footage as the AGFC sees fit in its sole discretion. The Undersigned agree that the AGFC may license, assign, and otherwise transfer the rights to the Footage to any other person or entity.

For and in consideration of Participant's participation in the AYSSP, the Undersigned do **HEREBY RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE** the AGFC, its subdivisions, commissioners, directors, officers, employees, agents, and volunteers (the "Released Parties") from any and all manner of claims, demands, causes of action, or liability which the Undersigned now have, or may have at any time in the future, against the Released Parties arising out of or pertaining to any injury, death, loss, damage,

cost, fee, or harm of any kind which may result from Participant's participation in any AYSSP activity, **REGARDLESS OF WHETHER CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES OR OTHERWISE, AND REGARDLESS OF WHETHER OCCURRING WHILE ON OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED.**

In addition to the above, and for the same consideration previously stated, the Undersigned do **HEREBY AGREE TO INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS** the Released Parties from and against any and all manner of claims, demands, causes of action (known or unknown), suits, liability, or judgments of any and every kind (including attorneys' fees) arising from any injury, death, or damage to Participant, or to any other persons or property, caused by Participant's participation in the AYSSP, **REGARDLESS OF WHETHER THE INJURY, DEATH, OR DAMAGE IS CAUSED BY THE RELEASED PARTIES OR OTHERWISE.**

The Undersigned hereby certify that Participant is physically and mentally fit to participate in the AYSSP and that Participant does not have any medical record or history of conditions that could be aggravated by participation in AYSSP activities. Upon receipt of a written request that AGFC waive such certification due to a physical or mental impairment that substantially limits one or more of Participant's major life activities, AGFC may make reasonable accommodations for Participant if feasible to do so without threatening the health or safety of others.

The Undersigned understand and agree that the Released Parties may not have medical personnel available at the location of AYSSP activities. Unless declined immediately below, in the event of any medical emergency, the Undersigned authorize and consent to any ambulance transportation; medical, dental, or surgical examination, diagnosis, or treatment; and hospital care that the AGFC personnel deem necessary to obtain for Participant's safety and protection. **(Check here  if the Undersigned declines to authorize and consent to such measures in the event of any medical emergency).** The Undersigned understand and agree that the Released Parties assume no responsibility for any injury, damage, or costs which might arise out of or in connection with such authorized emergency medical treatment.

The Undersigned agree to abide by all the rules and requirements of the AYSSP. The Undersigned further acknowledge that the AGFC has the right to terminate Participant's participation in the AYSSP if it is determined that Participant's conduct is detrimental to the best interests of the AYSSP or its participants, Participant's conduct violates any rule of the AYSSP, or for any other reason in the AGFC's discretion.

The Undersigned hereby agree that this Agreement and Participant's participation in the AYSSP shall be construed in accordance with and governed by the laws of the State of Arkansas. The illegality, invalidity, or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any of the remainder of this Agreement, which shall be enforced to the maximum extent permitted by law. This is the complete and binding agreement between AGFC and the Undersigned, and it supersedes all prior understandings and/or communications, both oral and written, with respect to its subject matter. This Agreement cannot be terminated, rescinded, or amended, except by a written agreement signed by both AGFC and the Undersigned.

The Undersigned acknowledge that they have fully and carefully read the terms of this Agreement and agree thereto. This Agreement is executed on behalf of the Participant, his or her parents or guardians, their heirs, successors, executors, administrators, and assigns.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Signatures:**

I certify that I am the Participant identified above. **I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASED PARTIES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Participant                      Date of Birth

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

I certify that I have custody of Participant or am the legal guardian of Participant by court order. **I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASED PARTIES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.** I join with Participant in this Agreement and in granting a release to the Released Parties as set forth in detail above.

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

**EXPLANATION OF RELEASE**

A release is a legal document that becomes a binding contract when signed by the parties. By signing a release you are giving up any rights you may have to sue or file a claim or other cause of action against the party you release. The above release gives up your right to sue or file a claim against the Arkansas Game and Fish Commission, its subdivisions, commissioners, directors, officers, employees, agents, and volunteers should Participant be injured or suffer any other damages while participating in the referenced activity. The release also requires you to hold the Commission harmless from claims by anyone that Participant might injure or otherwise damage while participating in the activity.