



United States Helice Association

Membership Application for 2020/2021

(Membership year is based on shooting year i.e. National Championship to National Championship)

NAME: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____ BIRTH YEAR: _____

Please note, the data collected will not be published, only used by the Association to contact members with newsletters, announcements for meetings requiring member ship votes, etc.

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in the the activities of the United States Helice Association (USHA), (collectively **the "Activity"**) the undersigned hereby enters into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement") as of the date set forth below.

1. ACKNOWLEDGMENT OF RISKS: The undersigned recognizes and understands that there are risks associated with participation in the Activity including, but not limited to, bodily injury or death to persons and damage to property. The undersigned further acknowledges and understands that he/she will be held liable and responsible for any and all damage to persons, vehicles, property and/or improvements to property that is caused by him/her and/or any persons (including, but not limited to, minors) under his/her care and control, and that arise out of, or are related to, the undersigned's entry into and participation in the Activity.

2. APPLICABILITY AND SCOPE OF RELEASES AND INDEMNITIES: For purposes of this Agreement, "Claims" shall mean any past, present and future claims, losses, costs, expenses, liabilities, demands, or causes of action, and costs of defense or settlement (including, without limitation, attorneys' fees and court costs). The releases, waivers and indemnities contained in this Agreement expressly shall apply regardless of whether the Claims to be released, waived or indemnified against arise, or are alleged to arise, from (i) **NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, NEGLIGENCE**

PER SE, and/or STRICT LIABILITY, of USHA or its respective present and former officers, directors, members, subsidiaries, affiliates, employees, volunteers, staff and agents and any other person, firm or corporation bound to defend or pay judgments against it (the "Released Parties"); (i) personal injury, death or property damage; (ii) acts of any other persons or guests; (iii) theft, burglary, assault, or other crimes; (iv) fire, water, wind, rain and/or smoke and/or (v) any other risks and hazards associated with the undersigned's entry into and participation in the Activity, including, but not limited to, the general conditions at the Activity, persons with firearms both on and off the premises used in connection with the Activity, and the driving or riding in any vehicles, whether belonging to Released Parties or to other persons.

3. RELEASE FROM LIABILITY: The undersigned hereby RELEASES, ACQUITS AND FOREVER DISCHARGES, and WAIVES any and all Claims against any of the Released Parties that arise from or relate to his/her entry and participation in the Activity—including, but not limited to, the types of claims enumerated in Paragraph 2—and agrees not to sue any of the Released Parties for such Claims. Without limiting the foregoing, the undersigned agrees that the Released Parties shall not be liable to him/her, his/her family, or his/her guests, for personal injury, property damage, or any other Claims arising from or related to the undersigned's entry into and participation in the Activity.

4. AGREEMENT TO INDEMNIFY AND HOLD HARMLESS: THE UNDERSIGNED AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES AGAINST ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THE UNDERSIGNED'S ENTRY AND PARTICIPATION IN THE ACTIVITY—INCLUDING, BUT NOT LIMITED TO, THE TYPES OF CLAIMS ENUMERATED IN PARAGRAPH 2. IN ADDITION, AND WITHOUT LIMITING THE FOREGOING, THE UNDERSIGNED AGREES TO INDEMNIFY THE RELEASED PARTIES FOR ANY CLAIMS FOR INJURIES TO ANY MINORS UNDER HIS/HER CARE AND CONTROL AND/OR HIS/HER PARENT/GUARDIAN, AND FOR ANY CLAIMS ASSERTED BY, THROUGH OR UNDER THE UNDERSIGNED, ARISING FROM OR RELATED TO THE UNDERSIGNED'S ENTRY INTO AND PARTICIPATION IN THE ACTIVITY—INCLUDING, BUT NOT LIMITED TO, THE TYPES OF CLAIMS ENUMERATED IN PARAGRAPH 2. AS USED HEREIN, "INDEMNIFY" MEANS TO AGREE TO ASSUME THE RELEASED PARTIES' LIABILITY IN A SITUATION, THEREBY RELIEVING THEM OF RESPONSIBILITY, AND/OR REIMBURSING THE RELEASED PARTY FOR CLAIMS ASSERTED AGAINST THEM.

As further inducement to USHA to permit the undersigned's entry into and participation in the Activity, the undersigned represents that he/she thoroughly and completely understands that this is a complete and final release and indemnity agreement, that he/she is freely and voluntarily entering into this Agreement, and that no representations, promises or statements made by any Released Party, or any agent, attorney or other representative of any Released Party has influenced the undersigned in causing him/her to sign this Agreement.

The undersigned understands that this Agreement shall be binding on his/her heirs, executors, successors and assigns, that the Agreement will be governed by the laws of Texas, and that jurisdiction and venue for resolution of any dispute regarding this Agreement shall lie in a Texas court in Harris County, Texas. If any part of this Agreement is determined to be invalid or unenforceable, it does not affect the validity of the remainder of this Agreement. The undersigned has read and understands the Agreement, and agrees to the terms and conditions above, and acknowledges receipt of this Agreement.

Signature: _____

Name Printed: _____

DATE: _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

(UNDER AGE 18 AT DATE THIS AGREEMENT IS SIGNED)

This is to certify that I, as parent/guardian with legal responsibility for the above named person, do consent and agree to his/her release as provided above of all the ACTIVITY, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the USHA from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL ACTS OF THE USHA, to the fullest extent permitted by law.

PRINTED NAME OF CHILD

PARENT/GUARDIAN'S SIGNATURE

DATE SIGNED

PRINTED NAME OF PARENT/GUARDIAN

EMERGENCY CONTACT

TELEPHONE NUMBER

RELATIONSHIP