



ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, AND WAIVER OF CLAIMS (for participants over the age of majority (19))



- This Waiver Affects Your Legal Rights. Please Read It Carefully. -

Brigitte Benz and Joerg MacHoll own the lands and premises at 21 Joanne Langford Dr., French Road, NS known and advertised as The Barn/Barn Archers which is an indoor shooting barn and an outdoor shooting course (the "Facilities"). John Cann and Karen Cann operate John's Archery from these Facilities. Hereinafter, Brigitte Benz, Joerg MacHoll, John Cann, and Karen Cann together with their employees, volunteers, coaches, business partners, agents, and heirs are collectively referred to as the "Releasees".

In consideration of being permitted to use the Facilities and/or the Releasees' equipment and supplies (the "Equipment") and/or receive the archery services of John's Archery, You, the Releasor, agree as follows:

1. I acknowledge that there are inherent risks associated with participation/attendance at archery activities and shooting sports, including the potential for serious personal injury or death, as well as property loss and damage from the use or misuse of shooting equipment by me or another person.
2. My use of the Facilities and Equipment, my engagement in the activities, programs, classes and services provided by the Releasees, and my attendance/participation at any event which is sponsored, organized, or promoted by the Releasees (regardless of location) is entirely at my own risk.
3. I voluntarily consent to the use of the Facilities and Equipment and by doing so, I voluntarily assume all risks of injury or death, personal loss or damage which I may suffer as a result of my use of the Facilities and Equipment. I acknowledge that the Releasees have taken steps to reduce the risks and increase safety at the Facilities and their events but that it is not possible for the Releasees to make shooting sports completely safe or guarantee my safety as a spectator or participant. I accept these risks and agree to the terms of this waiver even if any of the Releasees is found to be negligent or in breach of any duty of care or any obligation to me in my participation/attendance at any activity at the Facilities or the Releasees' events.
4. For myself, my heirs, next of kin, executors, administrators, and assigns, I waive all claims that I have or may have in the future against the Releasees.
5. For myself, my heirs, next of kin, executors, administrators, and assigns I agree to release, and forever discharge, and hold harmless the Releasees from any and all liability for all personal injury, death, loss, damage, injury and expense that I may suffer as a result of my use of the Facilities and Equipment, participation in organized or sponsored shooting events including the use of Equipment, and attendance at the Facilities due to any cause, including but not limited to negligence (failure to use such care as a reasonable, prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract, or mistake or error of judgement of the Releasees.
6. I further agree to be liable for and to hold harmless and indemnify the Releasees from all actions, proceedings, claims, damages, costs, and demands including court costs and solicitor and client costs, and liabilities of whatever nature or kind arising out of or in any way connected with my own acts in participation in archery or another

shooting activity, attendance at the Facilities, participation and/or attendance at the Releasees' events, and/or use or misuse of the Releasees' Equipment.

7. I am aware of, and agree to follow, the "Barn Rules and Code of Conduct" associated with the appropriate use of the Facilities as well as any signage which may be posted at the Facilities from time to time.
8. I acknowledge that the Releasees are not responsible for loss or damage to my personal property at the Facilities or events, and I agree to release and hold harmless the Releasees from liability for any loss, damage, or theft of my personal property howsoever caused.
9. **PERMISSION FOR VIDEO & PHOTOGRAPHY.** I grant to the Releasees the absolute and irrevocable right and unrestricted permission concerning any photographs/video that the Releasees have taken of me or may take of me or in which I may be included with others, to use, reuse, publish, and republish the photographs/video in whole or in part, individually or in connection with other material in any and all media now or hereafter known; including the internet and social media, and for any purpose whatsoever, specifically including, promotion, art, editorial, advertising, and trade, without restriction as to alteration; and to use my name in connection with any use if the Releasees so choose. I release and forever discharge the Releasees from any and all claims and demands that may arise out of or in connection with the use of the photographs/video including without limitation any and all claims for libel or violation of any right of publicity or privacy. This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of the photographer/videographer, as well as the person(s) for whom he/she took the photographs/video.
10. I acknowledge that I may reattend and continue to use the Facilities and Equipment and/or attend the Releasees' events from time to time without being asked by the Releasees to execute a new Acknowledgement of Risk, Release of Liability, and Waiver of Claims and that this Acknowledgement of Risk, Release of Liability, and Waiver of Claims remains in full force and effect until such time that I expressly withdraw my consent. In that event, I shall not participate in archery or any other shooting activity at the Facilities, attend the Facilities, use the Equipment, or attend the Releasees events. My continued attendance at and/or use of the Facilities and Equipment signifies my ongoing acknowledgement and agreement that I remain legally bound by the terms and conditions contained herein.
11. I hereby acknowledge that I have read this document and fully understand its contents and that this waiver shall be binding upon me and my heirs, legal representatives, and assigns.
12. I confirm that I have reached the age of majority and I agree that the terms of this legal document shall be governed by the laws of the Province of Nova Scotia.

I understand that my signing of this Acknowledgement of Risk, Release of Liability, and Waiver of Claims, signifies my consent to participate in, and my own assumption of all risks of injury, death and property damage inherent in, archery and shooting, attendance at and the use of the Facilities and Equipment, as well as attendance at and participation in events organized, sponsored, or promoted by the Releasees.

Dated this ____ day of _____, 20____

Print Name

Signature of Releasor



ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, AND WAIVER OF CLAIMS (for participants under the age of majority (19))



Parents and Guardians **MUST** read and understand this document before their minor participates in any activity.

Brigitte Benz and Joerg MacHoll own the lands and premises at 21 Joanne Langford Dr., French Road, NS known and advertised as The Barn/Barn Archers which is an indoor shooting barn and an outdoor shooting course (the “Facilities”). John Cann and Karen Cann operate John's Archery from these Facilities. Hereinafter, Brigitte Benz, Joerg MacHoll, John Cann, and Karen Cann together with their employees, volunteers, coaches, business partners, agents, and heirs are collectively referred to as the “Releasees”.

In consideration of the minor being permitted to use the Facilities and/or the Releasees’ equipment and supplies (the “Equipment”) and/or receive the archery services of John's Archery, You, the Parent/Guardian, agree as follows:

1. In my capacity as parent or legal guardian of the minor, I am executing this waiver on the minor’s behalf with the intent of binding both myself and the minor for all legal purposes contemplated herein.
2. There are inherent risks associated with participation/attendance at archery activities and shooting sports, including the potential for serious personal injury or death, as well as property loss and damage from the use or misuse of shooting equipment by the minor or another person. I agree to review this waiver with the minor and inform her/him of the risks described herein.
3. I acknowledge that the minor’s use of the Facilities and Equipment, the minor’s engagement in the activities, programs, classes and services provided by the Releasees, and the minor’s attendance/participation at any event which is sponsored, organized, or promoted by the Releasees (regardless of location) is entirely at our own risk.
4. On behalf of the minor, I voluntarily consent to the minor’s use of the Facilities and Equipment and by doing so, we voluntarily assume all risks of injury or death, personal loss or damage which the we may suffer as a result of her/his use of the Facilities and Equipment. I acknowledge that the Releasees have taken steps to reduce the risks and increase safety at the Facilities and their events but that it is not possible for the Releasees to make shooting sports completely safe or guarantee the minor’s safety as a spectator or participant. We accept these risks and agree to the terms of this waiver even if any of the Releasees is found to be negligent or in breach of any duty of care or any obligation to the minor in her/his participation/attendance at any activity at the Facilities or the Releasees’ events.
5. For myself and the minor as well as our heirs, next of kin, executors, administrators, and assigns, I waive all claims that the minor and I have or may have in the future against the Releasees.

6. For myself and the minor as well as our heirs, next of kin, executors, administrators, and assigns, we agree to release, and forever discharge, and hold harmless the Releasees from any and all liability for all personal injury, death, loss, damage, injury and expense that we may suffer as a result of the minor's use of the Facilities and Equipment, participation in organized or sponsored shooting events including the use of Equipment, and attendance at the Facilities due to any cause, including but not limited to negligence (failure to use such care as a reasonable, prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract, or mistake or error of judgement of the Releasees.
7. I further agree, on behalf of the minor, that we shall be held liable for and hold harmless and indemnify the Releasees from all actions, proceedings, claims, damages, costs, and demands including court costs and solicitor and client costs, and liabilities of whatever nature or kind arising out of or in any way connected with the minor's own acts in participation in archery or another shooting activity, attendance at the Facilities, participation and/or attendance at the Releasees' events, and/or use or misuse of the Releasees' Equipment.
8. I am aware of, agree to inform the minor of, and will instruct the minor to follow the "Barn Rules and Code of Conduct" associated with the appropriate use of the Facilities as well as any signage which may be posted at the Facilities from time to time.
9. I acknowledge that the Releasees are not responsible for loss or damage to personal property at the Facilities or events, and I agree to release and hold harmless the Releasees from liability for any loss, damage, or theft of my or the minor's personal property howsoever caused.
10. **PERMISSION FOR VIDEO & PHOTOGRAPHY.** I grant to the Releasees the absolute and irrevocable right and unrestricted permission concerning any photographs/video that the Releasees have taken of the minor or may take of the minor or in which the minor may be included with others, to use, reuse, publish, and republish the photographs/video in whole or in part, individually or in connection with other material in any and all media now or hereafter known; including the internet and social media, and for any purpose whatsoever, specifically including, promotion, art, editorial, advertising, and trade, without restriction as to alteration; and to use the minor's name in connection with any use if the Releasees so choose. I release and forever discharge the Releasees from any and all claims and demands that may arise out of or in connection with the use of the photographs/video including without limitation any and all claims for libel or violation of any right of publicity or privacy. This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of the photographer/videographer, as well as the person(s) for whom he/she took the photographs/video.
11. **PARENT/GUARDIAN CONSENT.** As the minor's Parent/Legal Guardian, I understand the nature of the above referenced activities and I am aware of the minor's skill, experience, capabilities, and health and I believe the minor to be fit to participate in such activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless the Releasees from all

liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost any of them may incur as the result of any such claim.

12. I acknowledge that the minor may reattend and continue to use the Facilities and Equipment and/or attend the Releasees' events from time to time without the Releasees asking me to execute a new Acknowledgement of Risk, Release of Liability, and Waiver of Claims and that this Acknowledgement of Risk, Release of Liability, and Waiver of Claims remains in full force and effect until such time that I expressly withdraw my consent on behalf of the minor. In that event, I shall not allow the minor to participate in archery or any other shooting activity at the Facilities, attend the Facilities, use the Equipment, or attend the Releasees events. If I permit the minor to continue to attend and/or use the Facilities and Equipment, I thereby signify my ongoing acknowledgement and agreement that we remain legally bound by the terms and conditions contained herein.
13. I hereby acknowledge that I have read this document and fully understand its contents and that this waiver shall be binding upon me and the minor as well as our heirs, legal representatives, and assigns.
14. I confirm that I have reached the age of majority and I agree that the terms of this legal document shall be governed by the laws of the Province of Nova Scotia.

I understand that my signing of this Acknowledgement of Risk, Release of Liability, and Waiver of Claims, signifies my consent to allow the minor to participate in, and our assumption of all risks of injury, death and property damage inherent in, archery and shooting, attendance at and the use of the Facilities and Equipment, as well as attendance at and participation in events organized, sponsored, or promoted by the Releasees.

Dated this _____ day of _____, 20____

Print Name of Minor

Date of Birth: _____

Signature of Parent/Guardian

Print Name: _____

Date of Birth: _____

Phone Number: _____

Address: _____

*Provide emergency contact information if different from the Parent/Guardian's information listed above: