



WAIVER AND RELEASE AGREEMENT

BSA LifeStructures, Inc., an Indiana corporation (“BSA”), by and through its Tampa studio, has organized a fundraiser hosted at Tampa Bay Sporting Clays, Inc. with activities to include, among other activities, clay pigeon shooting and other exercises which involves the handling and discharge of firearms (collectively, the “Activities”). In consideration for the participation in and/or attendance at the Activities, the undersigned participant (the “Participant”) (or Participant’s parent or guardian if Participant is under eighteen (18) years old (the “Parent/Guardian”)), hereby acknowledges and agrees to this Waiver and Release Agreement (“Agreement”) as follows:

- 1. Acknowledgement and Acceptance of Risks.** Participant acknowledges that the Activities are inherently dangerous activities involving physical contact and exposure to dangerous situations, and Participant’s participation in and/or attendance at the Activities is completely voluntary. Participant understands and acknowledges that participation in the Activities involve risks, inherent and otherwise, that may not be able to be eliminated, to the participants or other persons attending the Activities. Some of the risks associated with Activities include, but are in no way limited to, property conditions, equipment failure, known or unknown medical conditions, and acts of others. PARTICIPANT HEREBY ACCEPTS FULL AND SOLE RESPONSIBILITY FOR ALL RISKS, KNOWN AND UNKNOWN, INHERENT OR OTHERWISE, RELATED TO THE ACTIVITIES, AND ACKNOWLEDGES THAT THEY ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT AND PARTICIPATING WITH THE ACTIVITIES WITH KNOWLEDGE OF THESE RISKS.
- 2. Waiver of Claims / Release of Liability.** Participant hereby agrees to release, waive, discharge, and covenant not to sue BSA and its employees, agents, officers, staff, volunteers, successors, and assigns (collectively and individually, the “BSA Parties”), from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, consultants’ fees and the costs of enforcing any right to indemnification under this agreement, and the cost of pursuing any claims, including insurance providers, incurred by or awarded against indemnified party, arising out or resulting from any claim related to the Activities, whether resulting from physical, mental, or emotional injury, death, loss, or property damage (collectively, “Injuries”). Participant further acknowledges that the BSA Parties are intended third party beneficiaries of this Agreement. Participant further agrees that in no event shall the BSA Parties be liable to Participant or Parent/Guardian for any Injuries suffered in connection with participation in the Activities. Participant further acknowledges that this Agreement shall be construed broadly to provide a waiver and release to the maximum extent permissible under applicable law. Participant further acknowledges that the scope of this Agreement includes Participant’s travel to, from, and during the Activities.
- 3. Indemnification.** Participant further agrees to indemnify, defend, and hold harmless the BSA Parties from and against any and all third party claims for Injuries or otherwise, including claims by any parent or guardian of Participant, related to, arising under, or associated with the Activities.
- 4. Medical Care.** In the event any BSA Party deems that an emergency exists in relation to the Activities, I hereby grant permission to the BSA Parties and their invitees and representatives to assist in the care related to such emergency and I agree that I will be solely responsible for any medical costs and expenses which may arise as a result thereof.

5. **Governing Law.** This Agreement is governed by the laws of the State of Indiana. Any cause of action relating to the interpretation or enforcement of this Agreement, or related in any way to the Activities, shall be instituted and litigated exclusively in a court located in Hamilton County, Indiana. In the event of a successful effort initiated by BSA for enforcement of this Agreement, Participant and Parent/Guardian shall be liable to BSA for any and all reasonable attorneys' and professional fees, court costs, costs of investigation and defense, accrued interest, and any other reasonable expenses incurred by BSA. If any provision of this Agreement is held invalid, illegal or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on all parties.

I, **Participant**, hereby acknowledge and agree that I am over eighteen (18) years old and I have read, understood, and agree to the content of this Waiver and Release Agreement.

Participant *Signature*

Participant *Printed*

Date: _____

If Participant is under eighteen (18) years old:

I, **Parent/Guardian**, hereby acknowledge and agree that I (1) am the legal parent or guardian of Participant; (2) have authority to execute this document for myself, my spouse, and on behalf of Participant; (3) agree that this Waiver and Release Agreement shall apply to me, my spouse, Participant, and any third party who files a claim on behalf of Participant; and (4) have read and understood the content of this Waiver and Release Agreement.

Parent/Guardian *Signature*

Parent/Guardian *Printed*

Parent/Guardian *Signature*

Parent/Guardian *Printed*

Date: _____