

CONSENT, RELEASE & WAIVER FORM

Participants and Parents: Please Read Carefully. This is a legally binding agreement that affects your rights. If you do not understand it, you should consult with an attorney before signing. By signing you are releasing parties from their own acts of negligence, including future acts of negligence and/or fault, as allowed by law.

Instructions: Before you can participate in a Missouri Trapshooters Association (MTA) tournament, this Consent, Release & Waiver must be completed, signed by you (and your parent or legal guardian if you are under the age of 18), and returned to your coach to submit to Tony Shockley

Team Name (required): _____

Participant's Name: _____
(Please PRINT)

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Gender: Male / Female Birth date (mm/dd/yr): ____/____/____ Grade in school ____

PARENT'S email address (1): _____

In exchange for and as a condition of being allowed to participate at a MTA tournament, Participant and Participant's parent/legal guardian (if Participant is a minor child) agree as follows:

- 1. RELEASED PARTIES AS USED IN THIS AGREEMENT INCLUDES THE FOLLOWING:** Missouri Trapshooters Association, its directors, officers, ex-officios, agents, employees, managers, assistant managers, members, servants, successors and assigns; the Foundation For the Junior Trapshooters of Missouri, Inc., its directors, officers, ex-officios, agents, employees, managers, assistant managers, members, servants, successors and assigns.
2. Participant acknowledges that the MTA features team competition in trap, involving the use of firearms.
3. Participant understands that there are risks and dangers associated with the use of firearms, including serious bodily injury, death and property damage. Participant agrees to assume all risks, inherent or otherwise, that may occur due to arise out of or be in connection with Participant's own participation, including without limitation the risk of serious bodily injury, death and property damage. Participant further agrees to assume all risks inherent or otherwise, that may occur due to, arise out of or be in connection with the participation of others at the MTA tournament, including without limitation other competitors, instructors/coaches, audience members and RELEASED PARTIES.

NOTE: Please be advised that it is not possible to list all of the activities and related risks that Participant may encounter by participating at a MTA tournament. There may be risks that are not known to Participant, or to other participants at the MTA, including staff or volunteers of MTA, and may not be foreseen or reasonably foreseeable by anyone at this time or at the time of the activities in which Participant participates. Participant agrees to assume all risks of serious bodily

injury, death and property damages, and all other risks of participation at the MTA, whether or not described to Participant.

4. Participant further covenants not to sue and agrees to release, waive, and discharge the **RELEASED PARTIES**, from all claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments and expenses (including reasonable attorney's fees and costs) that Participant may suffer, directly or indirectly, due to, arising out of or in connection with Participant's own participation or conduct (negligent or otherwise) at a MTA tournament or the conduct (negligent or otherwise) of other participant at a MTA tournament **including without limitation, the negligent conduct of the Released Parties. THIS RELEASE APPLIES TO ALL ACTS OF THE RELEASED PARTIES, INCLUDING FUTURE ACTS OF NEGLIGENCE AND/OR FAULT OF THE RELEASED PARTIES. THE RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY OF THEIR ACTS OF NEGLIGENCE AND/OR FAULT INCLUDING FUTURE ACTS OF NEGLIGENCE AND/OR FAULT TO THE EXTENT AS PERMITTED BY MISSOURI LAW. CERTAIN FUTURE ACTS OF A PARTY MAY NOT BE RELEASED, SUCH AS INTENTIONAL TORTS OR ACTS OF GROSS NEGLIGENCE, AND IF YOU DO NOT UNDERSTAND WHICH ACTS CAN AND CANNOT BE RELEASED, YOU SHOULD CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.**

5. To the fullest extent allowed by law, Participant agrees to defend, indemnify and hold the **RELEASED PARTIES** harmless from and against all claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments and expenses (including reasonable attorney's fees and costs) by third parties (including Participant's own family) for any bodily injury, death or property damage or other incident occurring due to, arising out of or in connection with Participant's own participation or conduct (negligent or otherwise) at the MTA.

6. Participant grants to the MTA permission to reproduce, publish, distribute, or otherwise use in any reasonable manner Participant's name, photograph, likeness and statements in connection with the promotion of the MTA, in all media, including, without limitation, the Internet, news articles, advertisements or other electronic or print materials. Participant further covenants not to sue and agrees to waive, release and discharge the MTA Sponsors and the Governing Bodies, and all of their respective directors, officers, agents, employees and volunteers, from and against any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments and expenses (including reasonable attorney's fees and costs) arising out of or in connection with the use of Participant's name, photograph, likeness and statements, including, without limitation, any and all claims for invasion of privacy, publicity, defamation and/or portrayal in a false light, copyright infringement and any claims and/or demands for compensation or royalties.

7. Regardless of where this document presented, signed and/or accepted, it shall be interpreted and construed in accordance with the law of the State of Missouri and jurisdiction on any action between participant and/or participant's parents and the Released Parties shall be in the State of Missouri.

8. Participant's signature below indicates that Participant has read and fully understands this entire Consent, Release & Waiver, and that it shall be binding upon Participant, his representatives, heirs, assigns and next of kin.

