

**ARCHERY RANGE PARTICIPATION
WAIVER, RELEASE OR LIABILITY & ASSUMPTION OF RISK**

I hereby desire and voluntarily request to participate in shooting archery at the Archery Range (the "Range") located at the Cabela's Retail Store located in Rapid City. I certify that I am over the age of eighteen (18) years old. I acknowledge and understand that use of, and/or participating in archery at the Range entails known and unanticipated risks, that could result in bodily injury, permanent disability, death, damage to me, to property, or to third parties. Specific risks/hazards involved in participating in, and/or using, archery equipment include but are not limited to the following: (1) inexperienced or careless shooters; (2) equipment failures; (3) negligent acts or omissions by other shooters. I expressly agree and promise to assume all risks existing in participating in shooting archer at the Range. My participation in shooting archery at the Range is purely voluntary, and I elect to participate in spite of such risks.

With these understanding, and in consideration of being permitted to participate in shooting archery at the Range, I, for myself, and, my spouse, my parents, my heirs, executors, administrations, assigns, and anyone who may be representing me:

1. HEREBY RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE FOREVER, AND COVENANT NOT TO SUE, Cabela's Inc, its subsidiaries, affiliates, employees, agents, and volunteers (collectively, the "Released Parties") FROM ALL LIABILITY to myself or anyone who may be representing me FOR ANY AND ALL LOSS, DAMAGE, INJURY TO PROPERTY, PERSONAL INJURY, DEATH OR OTHERWISE, arising from or in any way connected to my participation in shooting at the Range, and/or use of archery equipment, however caused and regardless of whether such loss, damage, injury or otherwise ARISES OUT OF ACT, OMISSION OR ORDINARY NEGLIGENCE ON THE PART OF THE RELEASED PARTIES (as described above), or whether it arises upon any theory of strict liability or otherwise
2. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Released Parties (as described in Section 1, above) FROM ANY LOSS, LIABILITY, DAMAGE OR COST THEY MAY INCURE due to my participation in shooting archery at the Range, and/or use of archery equipment at the Range, whether caused by the ordinary negligence of the Released parties, or otherwise, and
3. HERBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, OR PROPERTY DAMAGE, arising out of my participation in shooting archer at the Range whether caused by ordinary negligence of the Released Parties (as described in Section 1, above), or otherwise.

I certify that I am familiar with rules of safe archery equipment handling. I agree to follow the general rules of safe archery equipment handling and to exercise good judgment and safe archery equipment handling at all times.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in shooting archery in the Range, and/or using, the archery equipment, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

I have read, understand and agree to the terms of this Waiver, Release of Liability & Assumption of Risk, and voluntarily sign the same, and agree to no oral representations, statements, or inducements apart from the foregoing written agreement have been made, If for any reason any provision of this Agreement is found to be invalid, illegal or unenforceable to a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. I intend that this agreement shall constituted a complete and unconditional release of all liability of Cabela's Inc., its subsidiaries, affiliates, agents, employees and volunteers to the greatest extent allowed by law.

Signature of Participant: _____ Date: _____

Print Name: _____

**PARENT OR GUARDIAN'S AGREEMENT TO PARTICIPATE, WAIVER & INDEMNIFICATION FOR PARTICIPANTS
UNDER 18 YEAR OF AGE**

I am the parent and/or legal guardian of the individual named above. I have read, understand and agree to the terms of the above Waiver, Release of Liability & Assumption of Risk. I agree to the above named Minor's participation in the Event. With the understanding, and in consideration of allowing the above named Minor to participate, I AGREE TO FOREVER RELEASE, HOLD HARMLESS, AND PROMIS NOT TO SUE Cabela's Retail, Inc., its parent corporation, subsidiaries, affiliates, employees, agent, and volunteers FOR ANY LOSS, DAMAGE, INJURY TO PROPERTY, PERSONAL INJURY, DEATH OR OTHERWISE, ARISING FROM OR IN ANY WAY CONNECTED TO THIS MINOR'S PARTICIPATION. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS Cabela's Wholesale, Inc., its parent corporation, subsidiaries, affiliates, agents, employees, volunteers and any other party that may be associated with this event FROM ANY AND ALL CLAIMS which are brought by, or on behalf of, this Minor, and which are otherwise connected, in any way, with this Minor's participation in the Event.

Signature of Parent or Legal Guardian: _____ Date: _____

Print Name: _____ Address: _____