

## [Rules - Minnesota State High School Clay Target League](https://mn.usaclaytarget.com/rules/#athleteparticipation)

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### Athlete Participation Agreement

All student athlete registrants must agree to the following agreement during registration.

#### USA CLAY TARGET LEAGUE STUDENT ATHLETE REGISTRATION AGREEMENT:

Before an athlete may register to participate in clay target practices, events and competitions (collectively "Events") organized by the USA Clay Target League and its subsidiaries ("League"), the following terms, conditions and consents must be agreed upon. Please read this agreement carefully; it is a legal document and affects your rights. All boxes must be checked indicating the specific provision has been read and agreed to before an athlete may participate in League Events. In the event of any conflict between this Participant Registration Agreement ("Agreement") or any other policies or procedures or rules and regulations of the League, this Agreement shall govern. Any athlete signing this Participant Registration Agreement, or parent or guardian of a minor person signing this Agreement (collectively "Athlete"), shall be bound by the terms hereof.

#### PARTICIPATION:

The undersigned Athlete seeking to participate in League Events, hereby affirms that I have the authority to act on behalf of the Athlete and, as such, do hereby give my consent for the Athlete to participate in the League. I declare that I have read and fully understand this entire Agreement, and that by submitting this form I agree that the provisions of the form shall be binding upon me, my agents and representatives, and my heirs, assigns, successors or anyone taking an interest through my interest.

As a participant of League Events, I understand and agree that participation in League Events is a privilege not a right. As a participant, I agree to abide by and support all rules and procedures adopted and established by the League and to fully cooperate with the League in the implementation of all rules, policies and procedures. I further understand and acknowledge that the League, at its discretion, has the right to suspend an Athlete from participation in League Events, or permanently remove an Athlete from the League, without prior notice or a hearing, based upon conduct, behavior, or actions of the Athlete, his/her parents, coaches, team members, staff, volunteers or family members of Athletes (collectively "Team").

I understand that this extracurricular activity is organized by the League, not my school or school district, and my participation is voluntary.

#### ELIGIBILITY

I hereby confirm that I have read and satisfy the eligibility requirements identified in the League's rules and procedures. I further confirm that I agree to follow all League rules and policies to be eligible to participate in League Events. I shall follow and conform my behavior to all eligibility rules, policies,

procedures and other League rules as they may be amended from time to time, during my participation in the League.

I hereby further confirm that the League has notified me of concussion awareness and I have reviewed the concussion management information found on the following website: [www.cdc.gov/concussion](http://www.cdc.gov/concussion). I also confirm that in the last year, a doctor has not restricted Athlete's participation in sports for any reason without clearing Athlete to return to sports. I further affirm that the obligation to understand concussion risks and awareness is my obligation and not the League's.

#### SPORTSMANSHIP:

The League places a strong emphasis on sportsmanship and safety. As part of this effort, parents/guardians are asked to read and discuss the elements of this Agreement under the heading of Sportsmanship. These provisions are an important part of this Agreement and will be enforced.

PARENTS – I understand the League's first and foremost priority is safety. I will enforce the League's safety standards with my child at all times. I will encourage my child and other team members to have fun. I will behave as a positive role model, respect the goals of the League, and reinforce the character values of good sportsmanship, teamwork, and self-discipline. I agree to stay off the shooting field. Any problems or criticisms will be presented in a positive way to the coaches or a designated assistant. I will refrain from criticizing other shooters, coaches, using abusive language, or consuming alcohol or drugs before or during all League activities that I attend. I understand that unsportsmanlike behavior on my part may result in my being asked to leave the area. Such actions on my part could also result in my child being suspended, disqualified or even removed from the League, without advance notice or a hearing of any type. I have reviewed this provision with my student Athlete

ATHLETE – I understand that shooting on a League team is a privilege. I agree to act responsibly and follow all safety rules while participating in the League. I will encourage and support my teammates, cooperate and show respect to my coaches, and represent the team in a positive manner both at practices and in competition. I will exhibit a positive attitude, practice good sportsmanship at all times. I understand that unsportsmanlike behavior on my part may result in my disqualification from an Event, suspension or even expulsion from the League, without notice or a hearing of any type.

#### CONSENT & WAIVER:

Athlete acknowledges that the League is a team-based program that provides team competitions in trap shooting and which involves the use of firearms. The team consists of the members, athletes, coaches, staff, volunteers and family members of the athletes ("Team"). Athlete further acknowledges that the League emphasizes and requires the safe handling and use of firearms at venues and locations where firearms are present. Failure to adhere to this requirement may be grounds for suspension or removal from the League without notice or the right to a hearing.

Athlete knows and understand that there are risks and dangers associated with the use of firearms, including serious bodily injury, death and property damage. Athlete agrees to assume all risks, inherent or otherwise, that may occur due to, arise out of or be in connection with Athlete's own participation, including without limitation the risk of serious bodily injury, death and property damage. Athlete further agrees to assume all risks, inherent or otherwise, that may occur due to, arising out of or in connection with the participation of others in the League, including without limitation other competitors,

instructors/coaches, staff or volunteers of League, League Sponsors, or the Athlete's school district, state high school athletic association, and audience members or spectators.

Athlete further covenants and agrees to hold the League and the Released Parties described below harmless from any liability and hereby waives and discharges the League, League Sponsors and the Governing Bodies, and each of their respective directors, officers, employees, agents or volunteers (collectively, "Released Parties"), from any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments and expenses (including reasonable attorney's fees and costs) that the Athlete may suffer, directly or indirectly, due to, or arising out of or in connection with Athlete's and Team's participation or conduct (negligent or otherwise) in the League or the conduct (negligent or otherwise) of other teams, coaches, volunteers, or athletes in the League, including without limitation, the conduct (negligent or otherwise) of the Released Parties.

#### RELEASE

Athlete hereby releases the Released Parties from any and all claims, demands, damages, actions arising whether directly or indirectly from or in consequence of any and all losses, injury (including loss of life) and/or damage to the person and/or property of the Athlete, which is suffered, sustained or incurred during, in connection with or as a result of my presence at or while attending or participating in League activities and Events for any cause whatsoever, including without limitation the negligence, gross negligence or willful misconduct of the Released Parties and on behalf of myself I hereby fully release the League, Team and the Released Parties from damages which I may sustain or incur in connection with or arising directly or indirectly in any way from my presence at League Events or practicing for such Events, including without limitation, all damages, costs and expenses and attorneys' fees incurred by the League, Team and Released Parties. Given the nature of the dangers associated with the League activities, Athlete would not be allowed to participate in League Events without this release.

The Athlete agrees to indemnify and hold Released Parties harmless for all damages, claims and expenses sustained by Athlete as a result of or during participation in League Events. This indemnity and hold harmless shall apply even in the event that the League or the Released Parties may have unintentionally or negligently caused damages. The Athlete hereby holds the League and the Released Parties, and each's officers, shareholders, employees and agents harmless from and indemnifies them against any losses, damages, expenses which arise due to claims for damages or injury to persons or property without exception. The Athlete agrees to pay all expenses incurred by the League and the Released Parties, including without limitation, attorneys' fees for counsel employed to represent the League and Released Parties, in any proceeding or suit brought by them, a third party or another athlete participating in the League resulting from damages claimed by Athlete. This paragraph, and all waivers, hold harmless, indemnification and release provisions herein shall survive termination of the Agreement.

Athlete grants to the League, League Sponsors, the Athlete's school district, and the state high school athletic association permission to reproduce, publish, distribute, or otherwise use in any reasonable manner Athlete's name, photograph, likeness and statements in connection with the promotion of the League, in all media, including without limitation, the internet, news articles, advertisements or other electronic or print materials. Athlete further covenants not to sue and agrees to waive, release and discharge the League, League Sponsor and the Governing Bodies, and all of their respective directors,

officers, agents, employees and volunteers, from and against any and all claims, demands, action, suites, proceedings, liabilities, damages, losses, judgments and expenses (including reasonable attorney's fees and costs) arising out of or in connection with the use of Athlete's name, photograph, likeness and statements, including, with out 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.

#### RISKS

##### **I ACKNOWLEDGE AND AFFIRM:**

1. That the League Events will be at shooting ranges where firearms may be discharged at any time;
2. That firearms, ammunition and other paraphernalia related to firearms and the discharge thereof may take place without notice;
3. That the use of firearms, ammunition and other paraphernalia related to firearms and the discharge thereof is subject to certain inherent risks and hazards and that the use of firearms and the activities associated therewith is and are potentially dangerous;
4. That in entering upon or using the shooting facilities, I do so at my sole and absolute risk, notwithstanding that I may or may not be familiar with any or all aspects of firearms, ammunition and other related paraphernalia, the discharge of firearms of the risk and hazards associated therewith;
5. That the Team and the League are not responsible for the actions of other teams or persons attending League Events;
6. That while on or using the shooting facilities, I am absolutely and solely responsible for my own conduct, safety and well- being as well as the conduct, safety and well- being of other League participants, some of whom may be minors; and
7. That engaging in or observing shooting activities may expose me to lead particles and other potentially harmful contaminants.

#### MEDICAL CONSENT:

Athlete gives his/her consent to League, League Sponsors, the Athlete's school district, the state high school athletic association and the host organization of any League Event to provide, through a medical staff of its choice, customary medical/athletic training attention, transportation and emergency services as the League or the Team directs in the course of his/her participation in League Events.

I further understand that in the case of injury or illness requiring transportation to a health care facility, a reasonable attempt will be made to contact the parent or guardian in the case of the Athlete being a minor, but that, if necessary, the Athlete will be transported via ambulance to the nearest hospital.

I acknowledge that the League and the Team do not provide health or accident insurance or other insurance for medical, hospital, physical therapy or occupational therapy expenses should they be needed. Other than in an emergency situation, all medical services or rehabilitation services are the sole responsibility of the Athlete.

I acknowledge and agree that by its nature, participation in extracurricular athletics includes risk of injury and the transmission of infectious diseases such as Herpes, Hepatitis B, MRSA, H1N1, H3N2 and variants. Although serious injuries are not common and the risk of HIV transmission is almost nonexistent in supervised programs, it is impossible to eliminate all risk. Participants have the responsibility to help reduce that risk. Participants must obey all safety rules, report all physical and hygiene problems to their coaches, follow a proper conditioning program, and inspect their own equipment daily.

I certify that Athlete is covered for accidental medical expenses by some recognized insurance company or the Athlete or his/her parents/guardians, will assume full responsibility for medical expenses incurred because of injuries. Athlete recognizes that neither the League nor the League Team is a Health Insurer or a medical service provider. The League and the League Team are not obligated and will not carry health or accidental insurance or other insurance for medical and hospitalization expenses arising from such injuries.

#### PRIVACY POLICY:

The League (referred to as "site editor" below) takes your right to privacy seriously, and wants you to feel comfortable using the League's web site ("site"). This privacy policy deals with personally-identifiable information (referred to as "data" below) that may be collected by this site. This policy does not apply to other entities that are not owned or controlled by the site editor, nor does it apply to persons that are not employees or agents of the site editor, or that are not under the site editor's control.

Use and collection of data. You are required to provide the indicated required information. Data will be viewed by the authorized manager of your team via the League Team Management System. Efforts will be made to prevent your data being made available to third parties unless (i) provided for otherwise in this Privacy Policy; (ii) your consent is obtained, such as when you choose to opt-in or opt-out for the sharing of data; (iii) a service provided on our site requires interaction with a third party, or is provided by a third party, such as an application service provider; (iv) pursuant to legal action or law enforcement; (v) it is found that your use of this site violates the site editor's policy, terms of service, or other usage guidelines, or if it is deemed reasonably necessary by the site editor to protect the site editor's legal rights and/or property; or (vi) this site is purchased by a third party, in which case that third party will be able to use the data in the same manner as set forth in this policy. In the event you choose to use links displayed on this web site to visit other web sites, you are advised to read the privacy policies published on those sites.

You are not provided with the ability to edit the information stored for your user account information after registration. You can request that your user account be deleted upon completion of the League events; To do so, please contact the site administrator. Changes may be made to this policy from time to time. You will be notified of substantial changes to this policy either by through the posting of a prominent announcement on the site, and/or by a mail message sent to the e-mail address you have provided, which is stored within your user settings. Your participation is your approval of any changes to the site and use of data. While this privacy policy states standards for maintenance of data, and while efforts will be made to meet the said standards, the site editor is not in a position to guarantee compliance with these standards. There may be factors beyond the site editor's control that may result in disclosure of data. Consequently, the site editor offers no warranties or representations pertaining to maintenance or non-disclosure of data. If you have any questions about this policy or about this web site, please feel free to contact the site administrator.

This Agreement between the League, Athlete and Parents/Guardians shall be governed by, and be construed in accordance with, the laws of the State of Minnesota. Any litigation commenced by Athlete, Parents/Guardians or the League concerning the activities of an Athlete or Parents/Guardians in the League, a dispute arising between Athlete, Parents/Guardians and the League regarding any matter, or related to the enforcement of this Agreement shall be venued in any court within Hennepin County, Minnesota, Fourth Judicial District (the "Selected Court"). In the event that any provision of this Agreement shall be held as void or unenforceable by the Selected Court, such holding shall not affect, impair, or invalidate the remainder of this Agreement, which shall continue to be valid and enforceable and remain in full force and effect. The League shall be entitled to recover from Athlete, all its attorney's fees and costs incurred due to any claim, dispute, or action, whether or not a court action is filed.

If any part of this document shall be unenforceable, the portion, which is unenforceable, shall be served and the balance of this document shall remain in full force and effect. Without limiting the generality of the foregoing, if the Release on behalf of myself shall be deemed to be unenforceable, the aforesaid Indemnities shall nevertheless remain in full force and effect.

I/we acknowledge the electronic signature confirms I/we have read and reviewed the information contained in the contents of the Participation Registration Agreement. I/we also acknowledge this electronic signature has the same legal effect, validity, and enforceability as a signature in a non-electronic form.