



Lunenburg Sportsman's Club

February 20, 2011

Call to Order: 1:15pm

Roll Call: President/NFAA Director: Paul Lewkowicz, 1st Vice President: C.B.Keith, Classification Secretary/Treasurer: Ruby Shannon, Recording Secretary: Carmen Sarver, Board Member: George Williams.

Clubs: Granby, Lunenburg, Nenameseck, Riverside, Tepee, Trader Jans

Secretary's Report: George Williams made a motion to accept as written, Warren Willard seconded. Motion made and passed.

Treasurer's Report: George Williams made a motion to accept as read, Patrick Pettengil seconded. Motion made and passed. Total balance as of 02/19/2011: \$4,650.17

Correspondence: None

Committees:

- 1. Auditing:** None
- 2. By-Law:** No changes submitted
- 3. Classification:** 159 1st head of household members, 32 Spouse/2nd/3rd members, 4 MFAA/NAA members for a total of 195.
- 4. Newsletter:** Any Changes due by last week of March.
- 5. 20 Pins:** Nothing on 20 Pins, but Warren Willard asked about information for patches, Ruby Shannon suggested Nationals website for information
- 6. Bow Hunter:** No report
- 7. Tournament:** No report
- 8. Membership:** Eileen Kelly said there are new Membership Flyers Available

NFAA Directors Report: Las Vegas Shoot was a success with over 1600 shooters, great turn out on Recurve and Cub classes. The indoor National will be at Louisville on 3/25-3/27/11. The 1st Dakota National Classics coming up on 4/16,4/17 in South Dakota.

Old Business;

1. Board Members election to be held off until next meeting in May.
2. Recording secretary Carmen Sarver seated.
3. Ballots were counted by Rudy Julian, Greg Gioiosi & Brian Keran. All questions passed unanimously. Only 2 no's to the 3 shoot rule and 5 no's on officers compensation questions. The Constitution and By-Laws can be found on the MFAA website.

Old Business con't:

4. Warren Willard asked about waivers and how we stand with marking class cards. Paul Lewkowicz stated that we should already be getting shooters to sign forms, collecting them and forwarding to Ruby Shannon for records. Once waiver is signed class card can be signed. Brian Keran suggested if 1 waiver could be made with multiple signatures, Paul Lewkowicz said legally individual signed waiver is much better. Eileen Kelly asked why waivers are so prominent now. Paul Lewkowics assures they have been out for a long time and it is for the good of all the clubs for added protection should someone get hurt.

New Business:

1. Greg Gioiosi mentions that the Animal Round during outdoor shoots is very quick and if maybe they could do ½ animal ½ hunter round for more opportunity to shoot. Patrick Pettengill suggested that host clubs should make it available and if people wanted to shoot more they could. Paul Lewkowicz said he is open for host clubs to do more, but we need to let people know in advance.

Good of the Association: none

Addition from Paul Lewkowicz:

USE OF THE NFAA WAIVER/RELEASE IS NOW REQUIRED FOR ALL SHOOTERS

The enclosed form is to be filled out and signed once a year by EVERY SHOOTER at MFAA events, including Sunday Shoots. We will start collecting these forms now. I am asking each Club hosting the shoot to make copies of the form, but I encourage all of you to print it out, fill it in, and sign before your next shoot, to save time and hassle.

Once an archer turns in a signed form, the Host Club representative will note "WAIVER ON FILE" on the shooter's NFAA Class card (or NAA Membership card if not an NFAA member). The Host Club will forward the signed forms to Ruby for filing. For the shooter, no new form needs to be signed until you get a new NFAA class card/NAA Membership card. Any shooter that does not have an NFAA class card should contact National for a new one. Remember, under the rules, all shooters must belong to the NFAA or NAA. Please also review the enclosed Q&A sheet. ALL SHOOTERS MUST SIGN A WAIVER OR THEY WILL NOT BE PERMITTED TO SHOOT. This is for the financial health and safety of the MFAA and NFAA.

Next Meeting: Written offer from Ruby Shannon to volunteer Lunenburg for next meeting date of 5/8/11. After review and due to Mothers day falling on that date, meeting was changed to 5/15/2011 at Grandy after the shoot, approximately 1:30pm.

Respectfully Submitted: Carmen Sarver

Are Participants Required to Sign a Waiver/Release Form?

Yes it is a mandatory requirement under the NFAA endorsed insurance program. The signing of waiver/release agreements is quickly becoming a universal requirement for organized sports and recreation participation. Waiver/release forms are now required by virtually all of the following organizations: municipal recreation departments, YMCA's, health clubs, private sports organizations, etc.

Waiver/release agreements give protection to the insured archery club and its covered persons against a litigation system that is out of control as evidenced by numerous frivolous lawsuits being filed. A well-written waiver/release (such as the one that has been provided as a sample) can often result in the summary judgment dismissal of a lawsuit filed by an adult if the injury is not characterized by gross negligence. However, even if the lawsuit is dismissed on summary judgment, the legal defense costs can still be in the \$10,000 to \$20,000 range.

In the case of a lawsuit filed by a minor participant (under age 18), waiver/release agreements will not usually result in a quick win on summary judgment, but will ultimately result in an up to 35% reduction in the settlement or adverse jury verdict costs.

What if a Participant Balks at Signing a Waiver/Release Form?

You should hold firm on your requirement and not make exceptions for a complaining participant. Typically, very few participants complain and a waiver/release requirement will not drive them away.

Should a participant complain or ask questions, you should cover the following "talking points":

- 1) Why do you object?
- 2) The archery club is merely following the lead of municipal recreation departments, YMCA's, health clubs and private sports organizations in making this a mandatory requirement.
- 3) The litigation system in the US is out of control and the scales are tilted in favor of those filing lawsuits—many of which are totally frivolous and without merit. However, even these groundless lawsuits can easily result in legal defense costs of \$50,000.
- 4) The cost of legal defense and run away settlements and jury verdicts drives up the cost of insurance and threatens the future survival of archery clubs and the availability of volunteers upon which they depend.
- 5) Requiring participants to sign waiver/release forms helps to equalize the fairness in the legal system since participants must acknowledge that participation in archery does have some element of risk that can't be totally controlled and that they assume this risk. In other words, the archery club will do its best to provide a safe environment, but freak accidents do happen where no one is really to blame.
- 6) If you are worried about your medical bills being paid, a \$25,000 Excess Accident policy is provided for your protection.

Waiver/Release
ARCHERY CLUB WAIVER AND RELEASE OF LIABILITY
READ BEFORE SIGNING

In consideration of being allowed to participate in any way in _____
Legal Name of Your Archery Club
events and activities, the undersigned acknowledges, appreciates, and agrees that:

1) The risk of injury from archery and other known and unknown events and activities and/or the use of the related buildings, structures, equipment, automobiles, firearms, weapons, ATV's, boats, tree stands, roads, bodies of water, land and all other real and personal property whether owned by archery club or others is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

2) I acknowledge and agree that the use of archery equipment, firearms and other weapons by myself or others on club premises or otherwise are inherently dangerous and high risk activities whether such archery equipment, firearms or weapons are discharged by myself or others; and

3) I KNOWINGLY AND **FREELY** ASSUME ALL SUCH RISKS, both known and unknown, **EVEN IF** ARISING FROM THE **NEGLIGENCE** OF THE RELEASEES or others, and assume full responsibility for my participation; and,

4) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

5) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE AND HOLD HARMLESS** _____ (Legal Name of your archery club) its officers, directors, officials, agents, employees, volunteers, members, guests, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of real property and personal property used to conduct the events and activities ("RELEASEES"), **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.**

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Name

Participant's Signature

Date Signed: _____

FOR PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT THE TIME OF PARTICIPATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these events and activities and/or the use of related real and personal property as provided above, **EVEN IF ARISING FROM THEIR NEGLIGENCE.**

Name of Parent/Guardian

Parent/Guardian Signature

Date Signed: _____

Emergency Phone Number: (_____) _____

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