

RELEASE/WAIVER OF LIABILITY AND ASSUMPTION OF RISK FOR AIRSOFT GAMES

APPLICATION TO PLAY, TEST, PRACTICE OR OBSERVE AIRSOFT EVENTS (COVENANT NOT TO SUE) Staff, Event Organizers and Land Owners.

THE UNDERSIGNED

1. Has asked the Organizers and Land Owners to be allowed to play airsoft and acknowledges that the game involves physical exertion and other risks, particularly those involving the shooting of projectiles from airsoft guns, as well as other risks known and unknown and may result in injury, including serious bodily injury or death, to the undersigned or other playing the game, even if all safety rules are followed;

2. Is aware of the possibility of risks of injury or illness, including but not limited to bodily injury, fractures, eye injury, blindness, partial or total paralysis, disease fractures, being hit by a airsoft pellet, falling, tripping, being hurt by a wild animal, snake bite, heat stroke, heart attack, hypothermia, being shot by hunters, being caught in a rock, snow or mud slide, insect bites and stings, poisonous, cutting, stinging, or piercing plants, inhalation of molds, slipping on wet floors, falling building parts, being struck by lightning, improper use, malfunction or operation of equipment by the undersigned or any other player and/or others not following the safety rules. Player will be exposed to both natural and manmade hazards. The possibility of permanent disability or death does exist;

3. Agrees to play the game according to the rules which have been explained, posted, and provided and to follow directions given by any game referees;

4. Warrants and acknowledges that his/her physical condition is excellent and his/her mental state is sufficiently stable to enable him/her to participate safely in the game. This includes not being on any medications that would pose a risk to him or her under physically, exerting conditions;

5. Agrees to use any airsoft equipment in a manner which will not cause injury or damage to himself/herself or others playing;

6. Certifies that he/she is over 18 years old, or in the case of a minor child, certifies that a parent or guardian with legal authority to do so provides consent for the child to engage in activities described herein, and indicates their understanding and agreement to the terms and conditions expressed herein;

7. Authorizes use of photos, videos, name, comments, game results, etc. for promotional purposes;

8. States that they understand the operation of their own equipment, including their own airsoft guns and that such equipment including tanks, loaders, harnesses and other accessories are in

safe operating condition, that any compressed gas tanks such as HPA or CO2 are sound, free of defects, and are currently within the allowable limits of use for any required hydrostatic testing;

9. Understands and agrees to follow all safety rules and procedures and that such rules and procedures not followed by others could result in my injury or death;

10. Understands that serious and permanent eye injury, including loss of eyesight, can occur if approved airsoft safety eyewear is not worn in any area where airsoft guns may be intentionally or accidentally discharged. I understand it is my responsibility to wear approved safety eyewear and I accept that responsibility;

11. Understands that the safety eyewear can fog or become dirty, may require adjustment or feel uncomfortable from heat or game conditions, and agrees that despite any, or other such problems that he/she will keep them securely fastened to protect the eyes and will not remove them while on the playing field, at the chronograph, at the target range or in any other area where he/she might be struck by a airsoft pellet, other projectile device used in the activities above, or by the dispersing of a paintball or airsoft grenade or other propelling device;

12. Understands that loss of hearing from an ear shot, disorientation and injury from throat, groin, head or ear shots can occur if proper safety equipment is not worn to protect these areas, and understands it is his/her responsibility to wear or not wear such items.

IN CONSIDERATION of being permitted to play, watch or participate in airsoft, the undersigned on behalf of himself/herself, his/her successors or assigns, hereby releases and forever discharges Staff, Organizers and Land Owners, land owners, land lease holders or managers, equipment distributors, and their successors, assigns, employees, officers, agents and franchisees, dealers or operators both jointly and severally, from any and all actions, covenants, claims and demands for damages, cost, expenses (including attorneys fees), loss or injury, however arising, including negligence, whether caused in whole or part, of any Staff, Organizers and Land Owners, employees, owners, agents, participants or others which may have been or may be sustained by the undersigned in any way, foreseeable and unforeseeable, relating to or arising out of the participation in airsoft activities or being around others using airsoft equipment, including but not limited to, the manufacture, selection, delivery, possession, use, or operation of the equipment or the natural environment. The undersigned desires and agrees to assume any and all risks.

This document is intended to be a legally binding contract relieving the game operators, their employees, equipment suppliers and others mentioned, from liability for injury to you. If you have any doubts concerning any aspect of its contents, consult an attorney before signing it. This hold harmless agreement covers all airsoft activities or events I participate in hereafter.

I, on behalf of myself, my personal representatives, and/or my heirs, hereby voluntarily agree to the above release and acknowledge the receipt of the referenced safety rules. I have read each

and every item of this waiver, I understand what each item means, will participate in spite of the herein mentioned risks and agree to abide by the terms of this waiver. By signing, I agree it is my intention to exempt and relieve Staff, Organizers and Land Owners, for personal injury, property damage or wrongful death, for any cause.

I also acknowledge that signing this release operates as a full and complete release for a period of one year from the date of signature, unless revoked in writing by myself or my parent or guardian.

IN WITNESS WHEREOF, the undersigned has executed this Release and Waiver of Liability on _____(day/month/year)

Signature of player

FOR PARTICIPANTS UNDER AGE 18 AT TIME OF REGISTRATION

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree not only to his/her release of the Organizer and the Landowner and all other Releasees but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, closest relative or guardian.

PARENT/GUARDIAN'S SIGNATURE

Date Signed _____(day/month/year)

Participant's name _____

Signature of parent or legal guardian for minor named above