

**Alamogordo  
Tactical  
Range**

**Airsoft Range  
Axe Throw  
Archery  
Golf Simulator**

## **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

By participating in the gaming activities here at Alamogordo Tactical Range, LLC ("ATR"), including but not limited to, air soft games, axe throw, archery, and golf simulator("Activities") and, if applicable, by renting, using or operating equipment leased and/or operated by ATR, hereby acknowledge and agree to the following:

**Assumption of Risks:** I represent that I understand the inherent risks and dangers of participating in the Activities and any incidental activity, which cannot be eliminated regardless of the care taken to avoid such injuries and I represent that I am qualified, in good physical and mental health and I am in proper physical condition to participate in such Activities. I fully understand and acknowledge that the Activities I am participating in may include natural and/or manmade obstacles and potential hazards including but not limited to the following: uneven terrain, foxholes, mounds, bunkers, dark areas, swings, climbing areas, electronic games, mock weapons and projectiles, vehicles, temporary buildings, and other such structures. I understand that if I believe that the events or conditions of the facility are unsafe for any reason, I will immediately discontinue participation in these Activities

I understand that the Activities involve risks of serious bodily injury or harm to myself and others including but not limited to an eye injury or blindness, permanent disability, paralysis, death, illness, physical strain, fracture, heat stroke, heart attack or other ailments which may be caused by my own actions or inactions or by my negligence, the action or inaction or negligence of others participating in the Activities, the natural or physical conditions where the Activities take place, or the negligence of a Releasee (as defined below); and I understand that there may be other risks either not known to me, not discoverable or not reasonably foreseeable at this time or in the future; and I fully accept and assume all such risks and all responsibility for all loss, cost, expense and damages I suffer or incur as a result of my participation in these Activities.

INITIAL HERE

\*

**Release and Waiver:** I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, discharge, and covenant not to sue ATR or its related entities, subsidiaries, parent company, or the owners, employees, directors, agents, representatives, vendors, sponsors, advertisers, insurers, successors, assigns other participants, the owners, lessors, agents (such as any property management company) or representatives of the premises on which these Activities take place, (each considered a "Releasee") from any and all liability, of

claims, demand, lawsuits or damages, losses, costs or expenses caused or alleged to be caused in whole or in part by the negligence of any "Releasee," including any negligent rescue operations.

INITIAL HERE

\*

**Indemnity:** I agree that if I, or anyone on my behalf make a claim against a Releasee, I will defend, indemnify, save and hold harmless each Releasee from any and all liability, damage, loss, cost or expense which any may incur as the result of such claim or lawsuit. I further understand that I am releasing, discharging and waiving any claims or actions that I may have at this time or in the future for any and all tortious actions including but not limited to claims of negligence by any Releasee.

INITIAL HERE

\*

**Financial Responsibility:** In addition to my obligation to indemnify ATR and the Releasees, I also acknowledge that I will be held financially responsible for any and all damage or destruction I have caused to the Personal Property (as defined below) owned by ATR or other persons or participants. I agree to comply with all updated safety rules relating to my participation in the Activities which is viewable at <https://www.>

INITIAL HERE

\*

**Personal Property:** "Personal Property" includes but is not limited to any equipment relating to my participation in the Activities, cars, vehicles or motorcycles parked on or around the premises whether the Personal Property belongs to myself or to other persons. I understand that I assume all risk and responsibility for any damage or destruction I cause, whether directly or indirectly, to the Personal Property brought into the venue by myself or other persons or participants including but not limited to any damage caused to Personal Property located in the parking lot(s) or to the surrounding areas of the premises in connection with my visit to the premises or in connection with my participation in the Activities. I agree not to hold any Releasee responsible for any such loss, theft or damage to such Personal Property whatsoever.

I understand that although I am only required to sign this Agreement once, the obligations set forth in this Agreement are continuous and applies to all visits to the venue regardless of whether or not I participate in any Activities.

I ACKNOWLEDGE AND AGREE THAT I HAD A REASONABLE OPPORTUNITY TO READ THIS ENTIRE AGREEMENT AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE OF ANY NATURE AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW.

Please fill your name: \*

Date of Birth: \*(MM/DD/YYYY)

Email: \*

Phone number: \*

Please fill in Address: \*

Signature/Parent or Guardian\*