**IN** **CONSIDERATION** **OF** the risk of injury that exists while participating in AIRSOFT GAMEPLAY (hereinafter the "Activity"); and

**IN** **CONSIDERATION** **OF** my desire to participate in said Activity and being given the right to participate in same;

**I** **HEREBY**, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

**I** **HEREBY** release and forever discharge NEXT LEVEL AIRSOFT, located at452 Hotel Rd, Auburn, Maine 04210, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

**I** **AM** **VOLUNTARILY** **PARTICIPATING** **IN** **THE** **AFOREMENTIONED** **ACTIVITY** **AND** **I** **AM PARTICIPATING** **IN** **THE** **ACTIVITY** **ENTIRELY** **AT** **MY** **OWN** **RISK.** **I** **AM** **AWARE** **OF** **THE RISKS** **ASSOCIATED** **WITH** **PARTICIPATING** **IN** **THIS** **ACTIVITY,** **WHICH** **MAY** **INCLUDE,** **BUT ARE** **NOT** **LIMITED** **TO:** **PHYSICAL** **OR** **PSYCHOLOGICAL** **INJURY,** **PAIN,** **SUFFERING, ILLNESS,** **DISFIGUREMENT,** **TEMPORARY** **OR** **PERMANENT** **DISABILITY** **(INCLUDING PARALYSIS),** **ECONOMIC** **OR** **EMOTIONAL** **LOSS,** **AND** **DEATH.** **I** **UNDERSTAND** **THAT THESE** **INJURIES** **OR** **OUTCOMES** **MAY** **ARISE** **FROM** **MY** **OWN** **OR** **OTHERS'** **NEGLIGENCE, CONDITIONS** **RELATED** **TO** **TRAVEL** **TO** **AND** **FROM** **THE** **ACTIVITY, ORFROM CONDITIONS** **AT** **THE** **ACTIVITY** **LOCATION(S).** **NONETHELESS,** **I** **ASSUME** **ALL** **RELATED RISKS,** **BOTH** **KNOWN** **AND** **UNKNOWN** **TO** **ME,** **OF** **MY** **PARTICIPATION** **IN** **THIS** **ACTIVITY.**

**I** **FURTHER** **AGREE** to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

**I** **FURTHER** **ACKNOWLEDGE** that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Next Level Airsoft to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

**I** **FURTHER** **ACKNOWLEDGE** that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Next Level Airsoft official or agent, regarding my approval to participate in the Activity.

**I** **HEREBY** **ACKNOWLEDGE** **THAT** **I** **HAVE** **CAREFULLY** **READ** **THIS** **"WAIVER** **AND RELEASE"** **AND** **FULLY** **UNDERSTAND** **THAT** **IT** **IS** **A** **RELEASE** **OF** **LIABILITY.** **I EXPRESSLY** **AGREE** **TO** **RELEASE** **AND** **DISCHARGE** **Next** **Level** **Airsoft AND** **ALL** **OF** **ITS AFFILIATES,** **MANAGERS,** **MEMBERS,** **AGENTS,** **ATTORNEYS,** **STAFF,** **VOLUNTEERS, HEIRS,** **REPRESENTATIVES,** **PREDECESSORS,** **SUCCESSORS** **AND** **ASSIGNS,** **FROM** **ANY AND** **ALL** **CLAIMS** **OR** **CAUSES** **OF** **ACTION** **AND** **I** **AGREE** **TO** **VOLUNTARILY** **GIVE** **UP** **OR WAIVE** **ANY** **RIGHT** **THAT** **I** **OTHERWISE** **HAVE** **TO** **BRING** **A** **LEGAL** **ACTION** **AGAINST** **NEXT LEVEL AIRSOFT FOR** **PERSONAL** **INJURY** **OR** **PROPERTY** **DAMAGE.**

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Next Level Airsoft, its agents, and employees.

I agree that this Release shall be governed for all purposes by Maine law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

**THIS** **AGREEMENT** was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Next Level Airsoft agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

**Emergency Contact** **Contact Relationship** **Contact Telephone**

**I,** **THE** **UNDERSIGNED** **PARTICIPANT,** **AFFIRM** **THAT** **I** **AM** **OF** **THE** **AGE** **OF** **18** **YEARS** **OR OLDER,** **AND** **THAT** **I** **AM** **FREELY** **SIGNING** **THIS** **AGREEMENT.** **I** **CERTIFY** **THAT** **I** **HAVE READ** **THIS** **AGREEMENT,** **THAT** **I** **FULLY** **UNDERSTAND** **ITS** **CONTENT** **AND** **THAT** **THIS RELEASE** **CANNOT** **BE** **MODIFIED** **ORALLY.** **I** **AM** **AWARE** **THAT** **THIS** **IS** **A** **RELEASE** **OF LIABILITY** **AND** **A** **CONTRACT** **AND** **THAT** **I** **AM** **SIGNING** **IT** **OF** **MY** **OWN** **FREE** **WILL.**

**Participant's** **Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Participant’s** **DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Participant's** **Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PARENT / GUARDIAN WAIVER FOR MINORS**

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

**I** **HEREBY** **CERTIFY** that I am the parent or guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

**Parent** **/** **Guardian** **Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relationship** **to** **Minor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**