

Printed Last Name: _____



READ CAREFULLY

Recreational Activity Release of Liability, Waiver of Claims, Express Assumption of Risk, and Indemnity Agreement Express Assumption of Risk Associated with Recreational Activities.

I _____ hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as Paintball or Airsoft, including the rental of equipment and transportation associated therewith of which I am about to engage in. I also acknowledge these risks are inherent in remaining on the **Stinger Airsoft** property or the property of its associated relations as a spectator or for any reason. Inherent hazards, warnings, information, and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or other's equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, encountering objects either natural or manmade, exposure to animals with the attendant risks of kicking, biting (including snakes), shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death.
4. My own negligence and/or the negligence of others, including but not limited to operator error and ref or staff decision making including misjudging terrain or weather.
5. Attack by or encounter with insects, reptiles, and/or other animals.
6. Accidents or illness occurring with no quick access to medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
8. I agree to play the game according to the rules which have been explained, posted, and provided and to follow directions given by any game referees and/or staff.
9. I warrant and acknowledge that my physical condition is adequate, and my mental state is sufficiently stable to enable me to participate safely in the games. This includes not being on any medications that would pose a risk to myself under physically, exerting conditions.
10. I agree to use any airsoft equipment in a manner which will not cause injury or damage to myself or others playing.
11. Certify that I am over 18 years old, or in the case of a minor child, certify 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.
12. I authorize use of photos, videos, name, comments, game results, etc. for promotional purposes.
13. I state that I understand the operation of my own equipment, including my 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.
14. I understand and agree to follow all safety rules and procedures and that such rules and procedures not followed by others could result in my injury or death.
15. I understand 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.
16. I understand that the safety eyewear can fog or become dirty, may require adjustment or feel uncomfortable from heat or game conditions, and agree that despite any, or other such problems that I 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 I might be struck by an airsoft BB, other projectile device used in the activities above, or by the dispersing of a paintball or airsoft grenade or other propelling device.

17. I understand 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 understand it is my responsibility to wear or not wear such items.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. I fully understand and acknowledge that: a) risks and dangers exist in my use of this equipment and my participation in these activities; or remaining near such activity (b) my participation in such activities and/or use of such equipment, or being near such activity may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers, or agents of **Stinger Airsoft**; the negligence of participants, the negligence of others, accidents, breaches of contract, forces of nature or other causes. These risks and dangers may arise from foreseeable and unforeseeable causes; and (d) by my participation in these activities and/or use of equipment, or by remaining at **Stinger Airsoft**, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of **Stinger Airsoft**, or any other person.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **Stinger Airsoft** and it's owners, agents, officers, land owners, associates, suppliers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of any equipment or my participation in any activities or from being present on the properties. I have read each item of this waiver, I understand what each item means, will participate despite the herein mentioned risks, and agree to abide by the terms of this waiver. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, or employees of the **Stinger Airsoft**.

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.

PARENTAL CONSENT For Participants of Minority Age, this is to clarify that I (the undersigned), as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby voluntarily agree to release, waive, hold harmless, defend and indemnify **Stinger Airsoft** and it's owners, agents, officers and employees, or any other person from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise on me and my minor's account which may arise out of the minors use of Airsoft/Paintball equipment or the minor's participation in Airsoft/Paintball activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I, or the minor may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, or employees of **Stinger Airsoft**.

MEDICAL PERMISSION AUTHORIZATION For Participants of Minority Age the undersigned parent or guardian gives permission for **Stinger Airsoft** to authorize emergency medical treatment as may be deemed necessary for the child named below while participating in Airsoft/Paintball games or at **Stinger Airsoft** events or while on the property.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE **STINGER AIRSOFT** FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

By signing my name, I also certify that I have read the rules posted for *Stinger Airsoft*.

Print Name: _____ Age: _____ Date of Birth: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

Signature: _____

Name (print) of Parent/Guardian (if less than 18 years old): _____

Signature of Parent/Guardian (if less than 18 years old): _____

Date: _____

This document is effective for the calendar year of; _____ unless revoked in writing.