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

In consideration of THE AIRSOFT FACTORY furnishing services and/or equipment to enable me to participate in AIRSOFT games, I agree as follows: I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity. I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis, and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which this event takes place, or the negligence of the "releases" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue THE AIRSOFT FACTORY, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the activity takes place, (each considered one of the "RELEASES" herein) from all liability, claims demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releases" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releases, I will indemnify, save, and hold harmless each of the Releases from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTIONS OF RISK AND INDEMNITY AGREEMENT, understand that I given up substantial rights by signing it and have signed if freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional releases of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force effect.

Printed name of participant _____

Today's Date _____ Date of Birth _____

Signature of Participant _____

PARENTAL CONSENT

AND I, the minor's parent and/or legal guardian, understand that nature of the above referenced activities and the Minor's experience and capabilities and believe that minor to be qualified to participate in such activity, I hereby Release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releases from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused I whole or in part by the negligence of the Releases or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releases from any litigation expenses, attorney fees, loss liability, damage, or cost any Releases may incur as a result of any such claim. If the participant is of minority age, the undersigned parent or guardian hereby gives permission for THE AIRSOFT FACTORY to authorize emergency medical treatment as may be deemed necessary for the child named below while participating in AIRSOFT GAMES.

Printed name of Parent/Legal Guardian _____

Signature of Parent/Legal Guardian _____

E-mail Address _____

Phone # _____

Address _____

City, State, Zip _____