

## VIKING AIRSOFT LLC

### Event Waiver

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

This document affects your legal rights. Please read it before signing it.

I, the below named person being eighteen or older in age, or the legal guardian of the person named below who is under 18, in consideration of the facilities, services, equipment and activities offered by VIKING AIRSOFT LLC, its owners, partners, successors, assigns, cadre, employees, agents and venues (Releasees) I hereby acknowledge, agree, promise and covenant on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

**ACKNOWLEDGMENT OF RISKS:** I UNDERSTAND AND ACKNOWLEDGE that participation in the activities and use of the premises, facilities, equipment and services offered by Releasees bear certain known risks and unanticipated risks which could result in INJURY, DEATH, ILLNESS OR DISEASE, PHYSICAL, MENTAL, OR DAMAGE to myself, to the minor identified below, or my property. I understand and acknowledge those risks may result in personal claims against Releasees, or claims against me by spectators or other third parties. These risks include but in no way, are limited to the following:

- (1) The risks involved in use of the premises, facilities, equipment and services offered by Releasees;
- (2) the acts, omissions or negligence in any degree of Releasees;
- (3) latent or apparent defects or conditions in equipment, property or the facilities provided by Releasees or their agents or employees;
- (4) my own physical condition, or my own acts or omissions;
- (5) rescue, first aid, emergency treatment or services rendered or failed to be rendered by Releasees, or their agents or employees.
- (6) **EYE PROTECTION REQUIREMENT:** I am aware that an eye injury may occur, including total loss of vision, without the presence of proper and approved eye protection. It is my responsibility to take proper precautions to mitigate the risk. I agree to wear eye protection **at all times on the playing field** or target area in accordance to VIKING AIRSOFT LLC rules and regulations (REGS). If I am unsure about the quality of my eye protection, I agree to seek approval from the field operator, officer, agent or cadre of VIKING AIRSOFT LLC before engaging in airsoft activities.
- (7) Rules of Play & Hazardous Conditions: I understand the rules of play and will comply with all rules (REGS), regulations and the direction of all supervising staff, cadre and officers of VIKING AIRSOFT LLC. If I observe hazardous conditions of any kind, I will bring these conditions to the attention of the supervising staff (cadre).

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in injury, death, illness, disease, or damage to myself, the minor identified below, or to my property.

**ACCEPTANCE OF RISK AND RESPONSIBILITY:** I VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES, AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE OR DAMAGE to myself, the minor identified below, or to my property arising from my use of the premises, facilities, equipment and services offered by Releasees.

**RELEASE:** I, FOR MYSELF AND THE MINOR IDENTIFIED BELOW, VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE Releasees and their agents or employees, and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions or rights or action, which are related to, arise out of, or are in any way connected with my use of the premises, facilities, equipment and services offered by Releasees, including, but specifically not limited to any and all negligence or fault of Releasees and their agents or employees, whether involved in an activity or not. I FURTHER AGREE, PROMISE AND COVENANT, ON BEHALF OF MYSELF AND THE MINOR IDENTIFIED BELOW, TO HOLD HARMLESS AND TO INDEMNIFY Releasees and their agents or employees, and all other persons or entities from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage brought by me, or on my behalf.

Continued on reverse. Initials: \_\_\_\_\_

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Event Waiver  
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I have read, understand and agree to abide by all VIKING AIRSOFT LLC rules and regulations (REGS).

**I FURTHER ACKNOWLEDGE** that I am in the best position to determine my physical ability or the physical ability of the minor identified below to participate in the activities contemplated in this agreement, and acknowledge that I am in good physical and mental health, and not suffering from any condition, disease or disablement which would or could potentially affect participation in the activity.

Myself or the minor identified below are aware that failure to follow the camping and safety rules set forth and enforced by the event host and/or field owners (which includes common sense) could result in temporary or permanent expulsion from the field and/or events. If such an expulsion occurs, I forfeit any claim to a refund of monies paid for entry toward activity for which expelled from. My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms.

Today's Date: \_\_\_\_\_

Name of Participant (PRINT): \_\_\_\_\_

Signature of participant: \_\_\_\_\_

Your Phone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone #: \_\_\_\_\_

**FOR PARTICIPANTS OF MINOR AGE:**

Name of PARENT or ADULT LEGAL GUARDIAN (Print): \_\_\_\_\_

Signature of PARENT or ADULT LEGAL GUARDIAN: \_\_\_\_\_

PARENT or ADULT LEGAL GUARDIAN phone #: \_\_\_\_\_