

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT – Desert Rats Airsoft**

I, the below named person being eighteen or older in age or the legal guardian of the person named below who is under 18 years of age and in consideration of the facilities, services, equipment and activities offered by “Desert Rats Airsoft” its members, partners, successors, assigns, staff and agents (Releasees). I hereby acknowledge, agree, promise and covenant on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

**ACKNOWLEDGEMENT OF RISKS with Recreational Activities:** I UNDERSTAND AND ACKNOWLEDGE that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as airsoft, including the rental equipment and transportation associated there with of which I am about to engage in. Inherent hazards and risks include but not limited to: (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 of conditions in equipment, property or the facilities provided by Releasees or their agents or employees; (4) Possible equipment failure and/or malfunction of my own or other’s equipment; (5) This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, impact of the body upon water, injection of water into my body orifices, encountering objects either natural or man-made, exposure to animals with the attendant risks of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death; (6) My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, trails, and route location; (7) Attack by or encounter with insects, reptiles, and/or animals; (8) rescue, first aid, emergency treatment or services rendered or failed to be rendered by Releasees or their agents or employees.

**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, 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 members and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions or rights 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 members, 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 members 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.

**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. I understand my information may be added “Desert Rats Airsoft” mail and Email List. I also understand that any pictures or videos in which I may be included in can be disturbed by “Desert Rats Airsoft” in any manner deemed.

**My signature below indicates that I have read this entire document, understand it completely and agree to be bound by its terms, and understand that I have given up legal rights by signing it, and I sign it freely and voluntarily without any inducement.**

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Phone Number Date

\_\_\_\_\_  
Emergency Contact

**For participants of minority Age, this is to clarify that I, as a Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all releasees but also to release and indemnify the releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heir, assigns, and next to kin.**

\_\_\_\_\_  
Signature of Parent or Adult Legal Guardian

\_\_\_\_\_  
Printed Name of Parent or Adult Legal Guardian

\_\_\_\_\_  
Date of Birth (for participants under the age of 18)