

WAIVER AND RELEASE OF LIABILITY FOR "HUNTERS CREEK AIRSOFT"

In consideration of Hunters Creek Airsoft, the land owners, Kyle M Hoey, any staff members, or other parties involved I understand and agree to the following:

I fully understand and acknowledge that:

- A. Extreme risks and hazards exist by reason of the terrain and any and all items located there in not limited to what the natural environment offers.
- B. The sport of airsoft is inherently dangerous which may result in injury, severe injury, and/or death.
- C. My presence and/or participation may result in injury or illness including but not limited to, bodily injury, disease, sickness, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, loss of limb, death or other ailments which would cause disability.
- D. These risks and dangers may be caused by the negligence of agents, officers, employees, owners, the environment or any other party and
- E. By my presence and/or participation I understand these risks and assume all risk for any losses, injury, damage, illness or death caused by any party, environment or "act of god" Regardless of where the negligence lies.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the property owner(s), Hunters Creek airsoft and/or Kyle M Hoey, their agents, officers, employees, representatives, heir, assigns, and previous owners from any and all claims, actions or losses for bodily injury, theft, property damage, wrongful death, loss of services or otherwise which may arise from my activity at the facilities whether caused or contributed to, in whole or in part, by the negligence of the Hunters Creek Airsoft and/or Kyle M Hoey, its owners, agents, officers, employees and representatives. I specifically understand that I am releasing, discharging and waiving any claim or cause of action that I may have presently or in the future against the property owner(s), Hunters Creek Airsoft and/or Kyle M Hoey, their agents, officers, employees and representatives arising from my activity at the owners property, and any properties they are present at.

I fully understand that this activity involve risks of serious bodily injury, including blindness, permanent disability, paralysis, and death, which may be caused by own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" 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 might incur as a result of my participation in the activity.

I swear that I have also read and understand the rules of play and will abide by any bylaws, regulations or on-site rules. I am also responsible for regularly reviewing the rules for changes and updates. I will keep protection on my eyes at all times while on the field of play.

I am unaware of any ailments which prevent me from participating in a rigorous activity and;

I swear to notify HCA of any and all ailments which could lead to the injury or death of oneself or others including but not limited to, existing injuries, allergies, pregnancy, heart conditions, or high blood pressure. I further understand that such conditions may not permit me to be able to participate or continue to participate.

If a parent executes this waiver and release for a minor child they agree to hold harmless, defend and indemnify Hunters Creek airsoft and/or Kyle M Hoey, and property owner(s) for any and all claim brought by or on behalf of any minor or any claim.

MEDICAL PERMISSION AUTHORIZATION: If the participant is of minority age, the undersigned parent or guardian hereby gives permission for Kyle M Hoey to authorize emergency medical treatment as may be deemed necessary for the child named below while participating in airsoft games.

Name: _____

Signature: _____

Date: _____

Name of parent/Guardian: _____

Signature of Parent/Guardian: _____

Date: _____