

# MILSIM

## Tactical Military Simulation Games

### **RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS**

### **ASSUMPTION OF RISK AND IDEMUNITY AGREEMENT**

**Please read and be certain you understand the implications of signing.  
Express Assumption of Risk Associated with Recreational Activities.**

I \_\_\_\_\_ do hereby affirm and acknowledge that I am aware of and/or have  
Print Name

been fully informed of the inherent hazards and risks associated with participating in Paintball/Powderball activities, games, events, contests and associated activities, including the rental and/or use of equipment and or transportation associated therewith of which I am about to engage in. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity or equipment utilized is significant including bodily injury, disease, strains, sprains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, Acts of God, permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, impact of body upon the water, injection of water into my bodily orifices, encountering either natural or man made hazards, falling tree limbs, exposure to animals with the intent of kicking, biting, 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 guide decision making including misjudging terrain, weather, trails or route direction.
5. Attack by or encountering insects, reptiles, and/or animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities. I understand there are no trained medical personnel on staff and beyond basic first aid I authorize that medical attention will be sought immediately.
7. Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

**I understand the description of these is not complete and that unknown or anticipated risks may result in injury, illness or death.**

#### **Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration for being permitted to participate in the any and all activities at any and all locations including your own property , I hereby agree, acknowledge and appreciate that:

**1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property. WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, MILSIM Tactical Military Simulation Games herein referred to as releasee.**

2. To release the releasee, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage or wrongful death arising from the above activities whether caused by active or passive negligence of the releasee or otherwise. By executing this document, I agree to hold the releasee harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasee other than what is set forth in this Agreement.

4. I release any and all photos taken at the field to be the sole property of releasees and may be used for promotional and marketing purposes.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

**Declaration of Fitness**

I hereby declare that I am physically fit. I do not, and have not, suffered from any medical conditions, mental or physical which may lead to a

dangerous situation to other persons or myself while participating in the releasee activities, games, events, contests, and associated activities.

**I WILL ABIDE ALL RULES SET FORTH BY MILSIM TACTICAL MILITARY SIMULATION GAMES AND IF I DO NOT I WILL BE RESPONSIBLE FOR**

**ANY AND ALL DAMAGES INCURRED BY MY INABILITY TO COMPLY WITH THE RULES. If the rules are broken I**

**understand I will be asked to immediately leave the premises. I will not be welcome back that day. If I return on another day**

**releasee reserves the right to refuse service. In addition if I am permanently banned from the play field I will be prosecuted for**

**trespassing and releasee will enforce this to the fullest extent of the law. The rules are as follows:**

1. Player must register and sign waiver and Pay before any play.
2. All Markers Must Be Chronographed Before Play - 300 fps Max
3. Family Atmosphere No Cursing No fighting
4. No Alcohol or Drugs Allowed
5. Smoking in Parking Area only
6. Safety Goggles Must be Worn At All Times On The Field - Anyone Caught Raising There Mask On The Field, Will Be Required To Sit Out That Game -
7. No shooting In Parking Lot Area Or Neutral Zone & Barrel Plugs Are Required in These Areas
8. Do Not shoot any Animals
9. No Climbing Fences or Structures
10. Modes allowed ....All Modes Including Full Auto
11. Do Not adjust or work on rental Markers Or Equipment
12. Anyone caught raising air levels during play will be removed
13. Random Chronographs will be performed
14. Safety Officers decision Is Final - No Arguing.
15. If you are removed from The Property No Refunds, Don't Come Back
16. Any Hit With Broken Paint/powder To Your Torso Or Head - You MUST Call Yourself Out
17. Report Any Unsafe Activity Or Material On The Field Of Play At Your First Chance.
18. Anyone Who Intentionally Shoots Field Signs Or Equipment Will Be Required To Pay Replacement Cost And May Be Removed From The Property
19. If You Aren't Sure If You Have Been Hit, Call A Safety Officer For "Paint/powder Check" (Stay In Cover Position While Waiting For Check)
20. If You Are Hit In The "Elimination Zone, Raise Your Marker And Loudly Call Yourself Out - Once You Call Yourself Out - You Are Out – You Must Leave The Field.
21. Anyone Caught Wiping Paint/powder, i.e. . . Hiding A Good Hit By Wiping Off The Paint/powder, Will Be Called Out And Will Have To Sit Out The Next Game. This Game Is For Fun And The Honor System Is In Use - No Cheating !
22. No Climbing Into Or Out Of Sniper Tower When Paint/powder Is Being Fired In The Area.
23. No Shooting At Anyone Climbing Into Or Out Of The Sniper Tower.
24. No Crossing The Yellow Lines.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

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

## RENTAL AGREEMENT

1. The lessee (you) undertakes to examine the equipment and to notify the lessor (MILSIM TACTICAL MILITARY GAMES before use if there is any reason to doubt its serviceability or safety. The lessee warrants that he knows the risk of operating the equipment and undertakes to assume such risks. The lessee hereby waives all claims he/she may have or hereafter have against the lessor for any damages which he/she may suffer while the equipment is in his/her possession and undertakes and agrees to indemnify and save harmless the lessor against any claim of any other person which arises directly or indirectly in the course of the lessee's possession of the equipment. The lessee agrees to assume all responsibility for the equipment while out of the possession of the lessor and promises to return the lessor such equipment in as good condition as it was at the date of the lease. Natural wear expected. The lessee shall be responsible for any loss, theft damage or destruction of the leased equipment and shall not loan, sublet or in any manner dispose of the said equipment. Scheduled rental rates begins when the equipment leaves the lessor's possession and continues until returned.

2. In the event the lessor must resort to litigation to be reimbursed for damage caused to said equipment, lessee agrees to pay all attorneys fee, court costs or other expenses as between a solicitor and his client, which become necessary to compensate lessor of his repairing or having the equipment repaired or replaced.

3. Unless equipment is unserviceable in the field and is immediately reported to us during the rental period, no rental adjustment will be considered. 4. The lessee agrees to pay full market value for the replacement of the equipment if the equipment is willfully damaged.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP ANY SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
Signature of Legal Guardian of minor participant Name of Legal Guardian (Please Print) Date  
By signing they on my behalf release all claims that both they and I have

\_\_\_\_\_  
Name of Minor (Please Print) Age

\_\_\_\_\_  
Signature of Participant Name of Participant Date

\_\_\_\_\_  
Street Address of Participant

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City, State, Zip

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