

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in Airsoft, and as consideration for the right to participate in airsoft, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in airsoft, and do hereby release and forever discharge M2 Bravo Tactical And Hobby LLC, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in airsoft, including traveling to and from an event related to airsoft.

I am voluntarily participating in airsoft and I am participating in airsoft entirely at my own risk. I am aware of risks associated with traveling to and from as well as participating in airsoft, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the airsoft location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in airsoft, including travel to, from and during airsoft.

I agree to indemnify and hold harmless M2 Bravo Tactical And Hobby LLC against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If M2 Bravo Tactical And Hobby LLC incurs any of these types of expenses, I agree to reimburse M2 Bravo Tactical And Hobby LLC.

I acknowledge that M2 Bravo Tactical And Hobby LLC and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of M2 Bravo Tactical And Hobby LLC.

I acknowledge that airsoft may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read this “waiver and release” and fully understand that it is a release of liability. I expressly agree to release and discharge M2 Bravo Tactical And Hobby LLC and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against M2 Bravo Tactical And Hobby LLC for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of M2 Bravo Tactical And Hobby LLC, its agents and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family’s willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This agreement was entered into at arm’s-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the participant, _____, and M2 Bravo Tactical And Hobby LLC agree that this agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this release of liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact Name

Contact Relationship

Contact Telephone

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name: _____

Participant's Address: _____

City/State/Zip Code: _____

Phone Number: _____

E-Mail Address: _____

Date of Birth: _____

Signature: _____

Date: _____

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: _____

Relationship to Minor: _____

Contact Number: _____

Signature: _____

Date: _____

Strobe Lights are part of the M2 Bravo Arena. If you have any known reactions to strobe lights, DO NOT PARTICIPATE! M2 Bravo Tactical and Hobby LLC will not be responsible for any seizures or illness related to any lightning or sound effects. Customer agrees that M2 Bravo Tactical and Hobby LLC may take photographs or video of participants. As a participant, you release and discharge M2 Bravo Tactical and Hobby LLC from any and all claims and demands arising out of or in connection with the use of the photographs, or videos including without limitation any and all claims for liability or invasion of privacy. If you do not wish to have your image recorded, please notify the staff prior to participating. Due to the nature of the M2 Bravo Arena physical contact may occur. By signing this document customer agrees not to hold accountable M2 Bravo Tactical and Hobby LLC, its volunteers, or its staff for any issue arising from physical contact, M2 Bravo Tactical and Hobby LLC reserves the right to refuse service to any one, for any reason.

Signature:

Date:

M2 BRAVO TACTICAL AND HOBBY LLC