

CITADEL AIRSOFT LLC

WAIVER AND RELEASE OF LIABILITY

In consideration of Citadel Airsoft furnishing a playing location, services and/or equipment to enable me to participate in Airsoft games, I agree as follows:

1: I fully understand and acknowledge that; **(a)** risks and dangers exist in my use of Airsoft equipment and my participation in Airsoft activities; **(b)** my participation in such activities and/or use of such equipment may result in my injury or illness including but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability; **(c)** these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Citadel Airsoft, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and **(d)** by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, officers, members, agents, employees, special promoters, or suppliers of Citadel Airsoft LLC.

2: I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Citadel Airsoft LLC, and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Airsoft equipment or my participation in Airsoft activities, I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, members, employees, special promoters or suppliers of Citadel Airsoft LLC. I further agree that if, despite this release, waiver of liability, and assumption of risk, I or anyone on my behalf makes a claim against any of the Releases. I will indemnify, save, and hold harmless each of the releases from any loss, liability, damage, or cost which may incur as the result of such claim.

3: I agree to be responsible for loss, theft, or damages to any Citadel Airsoft LLC property.

4: In consideration for value received, receipt whereof is acknowledged, I hereby give Citadel Airsoft LLC, and their photographers the absolute right and permission to publish, copyright and use pictures (including moving pictures) of me in which I may be included in whole or in part, composite or retouched in character or form: If the person photographed is under 18, I certify that I am his or her parent or legal guardian and I give my consent without reservation to the foregoing on his or her behalf.

5: I understand and agree that Citadel Airsoft LLC is not responsible for damage, loss or theft of personal property.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE CITADEL AIRSOFT LLC STAFF, VOLUNTEERS, SUPPLIERS, SPECIAL PROMOTERS, LANDOWNERS OR ANY OTHER SUCH PERSON FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I REALIZE THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREALLY WITHOUT INDUCEMENT AND ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. THIS WAIVER EXPIRES AT 8/26/12 AT 11:59 PM.

Signature _____ Age: _____ Date: ____/____/____

PRINT Player Name: _____

Address- City, State, Zip: _____

PARENTAL CONSENT

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releases from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the releases or otherwise, Including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releases. I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releases from any litigation expenses, attorney fees, loss liability, damage, or cost and Release may incur as the result of any such claim.

Signature of Parent/Guardian (if player is under 18) _____ Date: ____/____/____

Emergency Contact: _____ Emergency Phone: () _____ - _____