

PARTICPANT AGREEMENT AND RELEASE OF LIABILITY

THIS FORM MUST BE READ AND SIGNED BEFORE THE PLAYER IS ALLOWED TO PARTICIPATE IN ANY AIRSOFT EVENT. This Waiver will be effective for 12 months of date of signing. In consideration for of being allowed to take part in any way in the sport and activities of airsoft under the auspices of **C&C NEW JERSEY AIRSOFT (C&C)**, I acknowledge, appreciate, and agree as follows:

- A. Major dangers and risks 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. My participation in such activities and/or use of such equipment may result in destruction, damage or theft of my property.
- D. Event Promoter **MOONDO INDUSTRIES LLC**, **Volunteers from NYC AIRSOFT**, and event sponsors by **Evike.com Inc.**, **AIM Sports**, **Elite Force**, **G&P**, **King Arms**, **WE USA**, **G&G**, **Polar Star**, **KWA**, **Matrix**, **CAA**, **AIM TOP**, **Eagle Peace**, **Echo1**, **Condor**, **Phantom Gear**, **ZShot**, **APS**, **Mission First Tactical**, **Salient Arms Int.**, **Valken**, **NcStar**, **Marui**, **Angel Custom**, **Palco Sports**, and **Propper** (hereafter collectively referred to as "RELEASEES") are guests **C&C NEW JERSEY AIRSOFT** and attendees of the Airsoft EVENT and are not and cannot be responsible for any injuries or damages occurring related to or arising from marketing or promoting of the Airsoft EVENT.
- E. These risks and dangers may be caused by the negligence of C&C, the RELEASEES and its facilities, their officers, officials, agents, volunteers and/or employees, 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.
- F. By my participation in these activities and/or use of equipment, **I hereby assume all risks, dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of C&C, the RELEASEES, or by any other person.**
- G. I agree to obey all safety regulations, event and club rules, and to obey all event directors and referees. Any failure to comply with the rules, regulations, and event instructions will result in penalties ranging from a warning or suspension to expulsion from the event and future events, activities and revocation of rights and privileges to access to the C&C or the RELEASEES organization's.
- H. Event/field fees/deposits required to participate are non-refundable, except at the sole discretion of the event producer or venue.
- I. I hereby consent, without further consideration or compensation to the use (full or in part), to all video and photographs taken of me and/or recordings made of my voice and/or written extraction, in whole or in part, for the purposes of illustration, broadcast, or distribution in any manner, may be used by the C&C and the RELEASEES for the purpose of promotion and marketing.

I, on behalf of myself, my personal representatives assigns, next of kin, and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify C&C and the RELEASEES 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 C&C or the RELEASEES.

IF THE PARTICIPANT IS OF MINORITY AGE, THE UNDERSIGNED PARENT OR GUARDIAN HEREBY GIVES PERMISSION FOR C&C TO AUTHORIZE EMERGENCY MEDICAL TREATMENT AS MAY BE DEEMED NECESSARY FOR THE CHILD NAMED BELOW WHILE PARTICIPATING IN PAINTBALL AND/OR AIRSOFT GAMES.

I AGREE TO THE ABOVE WAIVER AND RELEASE OF LIABILITY: I HAVE READ, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Player's First Name DOB ____/____/____

Last Name

Callsign

Signature _____ Date _____

THIS SECTION FOR PARENTS/ GUARDIANS OF MINORS (UNDER AGE

18) I, as parent/guardian with legal responsibility for this participant, do consent and agree to indemnify C&C and the RELEASEES from any and all liabilities incident to his/her involvement in these events for myself, my heirs, assigns, and next of kin. I hereby give permission for C&C to authorize emergency medical treatment as may be deemed necessary for the child named above while participating in Paintball and/or Airsoft games.

Adult Name _____

Signature _____

Date _____ Relationship to Minor _____

Emergency Phone: _____

NATIONAL SPORTS ENTERTAINMENT & RECREATION ASSOCIATION

Industry Insurance Programs • www.nsera.com/paintball

C&C New Jersey Airsoft = C&C

Phone: (973) 998-8807

RELEASE OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK
READ BEFORE SIGNING

IN CONSIDERATION of being permitted to participate in any Paintball and/or Airsoft activities including, but not limited to, playing, using the premises of, renting and operating equipment leased, sanctioned and/or operated by the above named vendor, I acknowledge and agree that:

I fully understand and acknowledge that: (a) risks and dangers exist in my use of Paintball and/or Airsoft equipment and my participation in Paintball and/or 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 **C&C**; 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, agents, officers, employees of **C&C**, or by any other person.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **C&C** 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 Paintball and/or Airsoft equipment or my participation in Paintball and/or 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 or employees of **C&C**. This waiver is good through **10/2/2015**.

MEDICAL PERMISSION AUTHORIZATION

If the participant is of minority age, the undersigned parent or guardian hereby gives permission for **C&C** to authorize emergency medical treatment as may be deemed necessary for the child named below while participating in Paintball and/or Airsoft games.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE C&C FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Print Name _____ Age _____ Date of Birth _____ Phone _____

Signature _____ Address _____ City, State Zip _____

Signature of Parent/Guardian (if less than 18 years old) _____ E-mail _____

Date: _____