



## MOONDOG INDUSTRIES LLC and NYCAirsoft club WAIVER AND RELEASE OF LIABILITY

NOTE: THIS FORM MUST BE READ AND SIGNED BEFORE THE PLAYER IS ALLOWED TO PARTICIPATE IN ANY MOONDOG INDUSTRIES / NYC 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 MOONDOG INDUSTRIES LLC, I acknowledge, appreciate, and agree as follows:

1. Major dangers and risks exist in my use of airsoft equipment and my participation in airsoft activities.
2. 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.
3. These risks and dangers may be caused by the negligence of MOONDOG INDUSTRIES LLC its owners, agents, officers and staff, Evike.com Inc and other Sponsors, the owners and lessors of the premises used to conduct the airsoft activities, their officers, officials, agents, and/or employees (hereafter referred to as "RELEASEES") 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.
4. 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 RELEASEES, or by any other person.**
5. I agree to obey all safety regulations, game 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 further MOONDOG INDUSTRIES LLC activities and revocation of rights and privileges to access to the club.
6. Event/field fees/deposits required to participate are non-refundable except at the sole discretion of the event producer or venue.
7. 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 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 the RELEASEES.

I understand and agree that this Waiver and Release of Liability covers each and every MOONDOG INDUSTRIES LLC activity and event in which I participate hereafter.

### **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.**

First Name  Date of Birth   
Last Name

Callsign  Signature  Date

**Parents must be present on field or designate an adult guardian in writing, who will oversee their minor during play.**

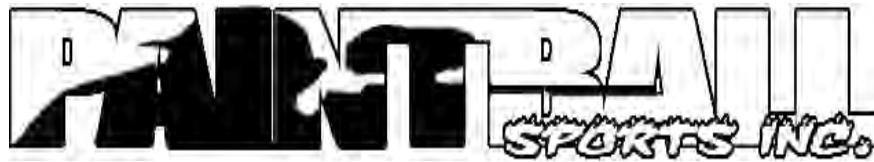
### **THIS SECTION FOR MINORS (UNDER AGE 18) to be signed by their parent or legal guardian.**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree not only to his/her release of MOONDOG INDUSTRIES LLC and all other RELEASEES but also to release and indemnify the RELEASEES from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

Parent/Guard. Name  Relationship to Minor:

Phone/Cell:  Signature  Date

Emergency Contact Name:  Phone Number/Cell



**Safety Waiver and Release Form Please Read**

**Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_ **Phone:** ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**Email:** \_\_\_\_\_ **Age:** \_\_\_\_\_

**Play Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ **Group:** \_\_\_\_\_

**Need Rental Gear?**

Yes or No

**Rental Info**

**Paintball Sports, Inc and all related individuals and business entities (collectively the "Operator"), subject to the terms and conditions in this waiver and agreement, agree to permit the undersigned(the "Participant") to use designated facilities of the Operator for the purpose of participating in paintball games and related activities. In consideration and as a condition of the Operator agreeing to permit the Participant to use designated facilities of the Operator for the purpose of participating in paintball games and related activities, the Participant agrees as follows:**

I fully understand and acknowledge that (i) risks and dangers exist in my use of paintball equipment and my participation in paintball games and related activities, (ii) my participation in such games and activities and the use of such equipment may result in illness, disease strains, heat stroke, heart attack, bodily injury, including without limitation, fractures, partial or total paralysis, eye injury or blindness, death or other ailments that could cause serious disability,(iii) these risks and dangers may be caused by my participation in these games and related activities or use of paintball equipment, by the negligence of the owners, employees, agents, officers or representatives of the Operator, by the negligence of other participants in the paintball games or related activities or unforeseen causes, including, without limitation, acts of God. I hereby assume all risks and dangers and all responsibility for any losses and/or damages.

I, on behalf of myself, my personal representatives and assigns and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the owners, agents, officers and employees of the Operator from any and all claims, actions, losses, expenses, proceedings, and damages relating to or arising out of any illness, disease strains, heat stroke, heart attack, bodily injury, including without limitation , fractures, partial or total paralysis, eye injury or blindness, death or other ailments that could cause serious disability incurred by my participation in paintball games or related activities or my use of paintball equipment. I specifically understand that I am forever releasing, discharging and waiving any claims or actions that I may have presently or in the future with respect to the foregoing.

**Player Signature:** \_\_\_\_\_ **Parent Signature(Under 18):** \_\_\_\_\_

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**Emergency Contact Name:** \_\_\_\_\_

**Emergency Contact Phone Number:** \_\_\_\_\_