IRON HORSE AIRSOFT LLC

PLEASE READ CAREFULLY BEFORE SIGNING **WAIVER AND RELEASE OF LIABILITY FORM**

In consideration of landowners of parcel SBL 147.00-1-50.211 and Iron Horse Airsoft LLC furnishing services and or equipment to enable me to participate in combat scenario simulations and/or airsoft activities on the owners' property and allowing me the use of part or all the playing field and any land required to access it, I agree as follows.

I fully understand and acknowledge that A) Extreme risks and hazards exist by reason of the terrain and / or conditions of the owner(s) property as a former automotive junkyard. B) Risks and dangers exist in the use of replica airsoft weapons and / or other equipment including pyrotechnics and my participation in combat simulation / airsoft activities at premises of the owner/operator. C) My participation in such activities at owners property and or use of such equipment could 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, loss of limb, death or other ailments that could cause serious disability. D) These risks and dangers may be caused by the negligence of the agents, officers, employees, representatives of Iron Horse Airsoft LLC property owners, the negligence of the participants and the negligence of others. Activities at owner(s) property and/or use of equipment I hereby assume all risks and dangers and all responsibility for any losses and / or damages to my person, my equipment or my vehicle whether caused in whole or in part by the negligence of other conduct of the agents, officers, employees and representatives of Iron Horse Airsoft and the owner(s) of the premises, or by any other person, or by nature of the terrain itself.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, wave, discharge, hold harmless, defend and indemnify the property owner(s), Iron Horse Airsoft, their agents, officers, employees, representatives, heir, assigns, and previous owners from any and all claims, actions or losses for bodily injury, theft, property damage, wrongful death, loss of services or otherwise which may arise from my activity at the facilities whether caused or contributed to, in whole or in part, by the negligence of Iron Horse Airsoft, its owners, agents, officers, employees and representatives. I specifically understand that I am releasing, discharging and waiving any claim or cause of action that I may have presently or in the future against the property owner(s), Iron Horse Airsoft, their agents, officers, employees and representatives arising from my activity at the owners property, and for Iron Horse Airsoft.

We occasionally use photos of our event participants in promotional material. By attending, you agree to allow us the use of your likeness, name, voice, photograph, signature, logo or trademark in such material. You are participating in all events with the full knowledge of having your activities documented by visual media that you give the event management and or production crew permission to use your image and likeness for no financial compensation.

In consideration for participation in combat simulations and or airsoft activities. I hereby fully understand that these activities involve risks of serious bodily injury, including blindness, permanent disability, paralysis, and death, which may be caused by own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I knowingly and freely fully accept and assume all such risks and all responsibility for any injuries, losses, cost, and damages I might incur as a result of my participation in combat simulations and or airsoft activities. I further release, wave, discharge, and covenant not to sue the Iron Horse Airsoft, the property owner(s) and those individuals' and or entities' owners, members, agents, directors, officers, employees, and any other person/organization affiliated with the above named individual/entities from any and all liability to the undersigned, his or hers heirs and next of kin, for any and all claims, demands, losses or damages on account of injury, including death, caused or alleged to be caused in whole or in part by the negligence of the individual/entities above- listed.

I agree and understand that the combat simulations and or airsoft activities in which I may participate at Iron Horse **Airsoft** and all activities of location are purely voluntary, recreational activities and that **if I am not willing to acknowledge all risks and agree not to sue, I will not participate in such sports/activities.**

I acknowledge that I have read and understand the terms of this release and waiver of responsibility I am about to sign. I further understand that Iron Horse Airsoft, the property owner(s) and those individuals' and/or entities' owners, members, agents, directors, officers, employees, and any other person/organization affiliated with the above-named individuals /entities, cannot accept any participant in activities, without a duly signed release and waiver form. I understand clearly that I have given up substantial rights by signing this release and waiver of responsibility and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I also understand that this waiver and release shall be binding upon and enforceable against me, my personal representative, spouse, assigns, heirs and next of kin, without limitation.

I swear that I have also read and completely understand the rules of play and will abide by any bylaws, regulations or on-site rules. I am also responsible for regularly reviewing the rules for changes and updates. I will always keep protection on my eyes while on the field of play at all times.

MEDICAL PERMISSION AUTHORIZATION

If the participant is of minority age, the undersigned parent or guardian hereby gives permission for Iron Horse Airsoft LLC to authorize emergency medical treatment as may be deemed necessary for the child named below while participating in Combat Simulations and/or Airsoft games. Parent agrees to inform staff of any medical conditions or allergies the player has.

Participants Full Name (Print Legibly)	Call Sign (Print Legibly)	Age	Today's Date	IRON HORSE TAG NUMBER
Signature	E-Mail Address	Date of Birth	Emergency Contact Name	EXPIRATION DATE
Address, City, State, Zip code	Phone number		Emergency Contact Number	INFRACTIONS: 1 2 3 4 5

PARENTAL ACKNOWLEDGEMENT AND RELEASE FOR MINOR PARTICIPANTS

PLEASE READ CAREFULLY BEFORE SIGNING

I, as parent and natural guardian with legal responsibility for the above-named Participant, do hereby acknowledge that the above-listed Participant is a minor and acknowledge the risks involved in any Combat Simulations and/or Airsoft Activities. I further acknowledge reading the Release signed, as above , by my minor child, the Participant.

Inconsideration for allowance of my child to participate in such combat simulations and or airsoft activities, I hereby release, absolutely and completely, from any liability whatsoever, Iron Horse Airsoft LLC, the property owner(s), their heirs, successors and assigns, from any and all claims for damages and compensation for loss of any type resulting from combat simulations and/or airsoft activities participated in by my child.

I hereby agree and acknowledge that I will indemnify and hold harmless the parties above listed from any amounts sought from them as money damages in the event the minor, on achievement of lawful adult age, or anyone on his/her behalf, at any age of the child, pursues claims for damages as a result of the activities of the minor child.

I acknowledge that I have read and understand the terms of this release and waiver of responsibility I am about to sign. I further understand that Iron Horse Airsoft LLC, the property owner(s) and those individuals' and/or entities' owners, members, agents, directors, officers, employees and any other person/organization affiliated with the above-named individual/entities cannot accept any participant in activities, without a duly signed release and waiver form. I understand clearly that I have given up substantial rights by signing this release and waiver of responsibility and have signed it freely and involuntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law. I also understand that this waiver and release shall be binding upon and enforceable against me, my personal representative, spouse, assigns, heirs and next of kin, without limitation

Parent/Guardian (Print Name Legibly) _____ Parent/Guardian (signature) _____ Date _____

Notary Public Stamp & Signature _____

IF the participant is less than 18 years old, AND the parent is NOT present to sign in front of Iron Horse Airsoft LLC staff, this waiver MUST BE NOTARIZED.