

# RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

Please read and be certain you understand the implications of signing.

## Express Assumption of Risk Associated with Recreational Activities.

I, \_\_\_\_\_ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as Airsoft, Airsofting use of Airsoft equipment, including the rental of equipment and transportation associated therewith in which I am about to engage. **Inherent Hazards and risks included are not limited to:**

1. Risk of Injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others equipment.
3. This activity takes place outdoors and therefore includes risk associated with exposure to elements, excessive heat, hypothermia, impact of the body upon the water, injection of water into my body orifices, encountering objects either natural or man made, exposure to animals with the attendant risk of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death.
4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, trails, or route location.
5. Attack by or encounter with insects, reptiles, and/or animals.
6. Accidents or illness occurring in remote places where there are not available medical facilities.
7. Fatigue, chill, and/or dizziness which may diminish my/our reaction time and increase risk of accident.

**\*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

## Release of Liability, Waiver of Claims and Indemnity Agreement

In Consideration for being permitted to participate in the activity(ies) described above and related activities, I hereby agree, acknowledge and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE,** the following names persons or entities, herein referred to as releasees.

Roundhouse Productions L.L.C.(releasees)

2. To release the releasees and their offices, directors, employees, representatives, agents and volunteers and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any actual oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. In any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

S/  
Signature of Adult Participant

\_\_\_\_\_  
Name of Adult Participant(Please Print)

\_\_\_\_\_  
Date

For Participants of Minority Age: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent to his/her release of all 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.

S/  
Signature of parent or adult legal guardian  
if Participant is a minor, and by their  
signature, they on my behalf release all  
claims that they and I have

\_\_\_\_\_  
Name of Adult Participant(Please Print)  
  
\_\_\_\_\_  
Name of Minor (Please Print)

\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Date

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,  
AND INDEMNITY AGREEMENT**

In consideration of participating in the sport of airsoft and use of airsoft equipment by ROUNDHOUSE PRODUCTIONS LLC. I represent that I understand the nature of this Activity, and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity. I acknowledge that I have read “**Roundhouse Production Rules and Regulations (5/10/07)**” attached hereto and agree to abide by each and every rule and regulation therein.

I fully understand that this Activity and use of airsoft equipment involves risks of serious bodily injury, including, but not necessarily limited to, permanent disability, fracture, eye injury including blindness, heart attack, paralysis, and death, which may be caused by my 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 or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for physical injury or death, losses, costs, and damages I incur as a result of my participation in the Activity. I hereby consent and give permission for ROUNDHOUSE PRODUCTIONS to authorize emergency medical treatment it deems necessary in case of an accident while participating in a ROUNDHOUSE PRODUCTIONS event on property owned by the CITY OF MARINA. I agree I am financially responsible for such treatment. Any known allergies and medical conditions shall be listed below my signature.

I, on behalf of myself, my personal representatives, assigns, next-of-kin and heirs, hereby voluntarily release, discharge, and covenant not to sue ROUNDHOUSE PRODUCTIONS LLC, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and THE CITY OF MARINA AND THE MARINA REDEVELOPMENT AGENCY, their respective councils, boards, commissions, officers, employees, agents and volunteers, owners and licensors of premises on which the Activity takes place, (each considered one of the RELEASEES herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations and 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 RELEASEES, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damages, or cost, which any may incur as the result of such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or 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.

Printed name of participant

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of participant

LIST OF KNOWN ALLERGIES AND MEDICAL CONDITIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Witness for Roundhouse Productions LLC

**PARENTAL CONSENT – MINOR PARTICIPANT**

[NOTE ALL PLAYERS MUST BE AT LEAST 18-YEARS OF AGE UNLESS parental/legal guardian consent signature is present.]

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

Printed name of Parent or Legal Guardian

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent or Legal Guardian