Endless Mountain Recreation, Inc. = EMR Phone: (570) 465-9622

AIRSOFT WAIVER AND RELEASE OF LIABILITY

In consideration of **EMR** furnishing services and/or equipment to enable me to participate in Airsoft games and allowing me the use of part or all of the entire 122 acre **EMR** facility including but not limited to the Airsoft Playing Fields, Camping Area, Bunkhouses, Recreation Center, Recreation Area, Picnic Pavilion, Parking Areas, Ponds, Fire Pits, Bon Fire Area, Roads, Structures, Buildings, RC Area, etc.,

I fully understand and acknowledge that; (a) risks and dangers exist in my use of Airsoft equipment and my participation in Airsoft activities or any other activities at **EMR**; (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 **EMR,** the negligence of the participants, the negligence of others, accidents, breeches 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 **EMR**, 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 **EMR** and its owners, agents, officers, employees, and Releasees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise from my activity at the **EMR** facility whether caused or contributed to, in whole or in part, by the negligence of **EMR**, its Agents, Employees, Officers, Representatives, or Releasees. 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 **EMR**, its Agents, Employees, Officers, Representatives, or Releases arising from my activity at the **EMR** facilities.

SAFETY PLEDGE: I agree that I will participate in a safety briefing before playing Airsoft that will be given by an EMR employee covering the **EMR** safety rules and fully understand that by signing below, I agree to abide strictly by these rules. I agree to keep a barrel cover on my Airsoft marker at all times except while shooting Airsoft BBs on a **EMR** designated shooting range or while playing Airsoft under the supervision of **EMR** trained referees. I also agree to correctly wear my Mask/Goggles/Face Protection that fully covers my Face and Ears at all times while on the playing field or designated shooting range. I will remove them only while in an **EMR** designated safety area or when instructed by an **EMR** trained referee that it is safe to remove them. I will not partially lift my goggles or pull them away from my face at any time except while in an **EMR** designated safety area or when instructed by an **EMR** trained referee that it is safe to do so. I will never point an Airsoft marker at any other person except while playing Airsoft and only if they have a full Mask/Goggle/Face Protection System on. I will never shoot anyone with my Airsoft Marker that is within 20' of myself. I understand the safety rules of handling an Airsoft marker and accept that responsibility to insure the safety of fellow players and myself. I will never cause physical contact with any other person on or off of the playing field while on **EMR** premises. I also agree not to be under the influence of alcohol or under the influence of any drugs that can affect my judgment, perception, or physical movement while playing Paintball and/or Airsoft at **EMR**.

PHOTOS/VIDEOS: I understand that **EMR, NYCAirsoft, and Evike.com** may take photos or videos of my actions while at **EMR** and agree that all photos or other images obtained in any manner by **Them** or **Their** Agents, Employees, or Associates are the property of **Them** and can be used for any commercial or business purposes. By signing below, I hereby waive any right to said photos and images and agree to release, remise, and forever discharge **Them** and **Their** Agents, Employees, Officers, Directors, Shareholders or Representatives from any and all demands, causes of action, suits, damages, costs, and any other claims that may arise regarding said images or their use.

I also agree that in addition Moondog Industries (D.B.A. "NYC AIRSOFT"), volunteers and sponsors including: 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 of **EMR** and attendees of airsoft games. The RELEASEES are not and cannot be held responsible for any injuries or damages occurring related to or arising from sponsorship, participation or promotion of airsoft games. 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 airsoft games and related activities, the Participant agrees as follows: *I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE EMR AND ALL OTHER NAMED ENTITIES & RELEASEES FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.*

_____ _____ ____/____/____ _____ ____/____/____

Print Full Name **Age** **Date of Birth** **Phone** **Date**

_____ _____,_____,_____,_____

SIGNATURE **Address** **City** **State** **Zip Code**

E-MAIL ADDRESS_____ **For Future Information on EMR and Events**

The undersigned parent or guardian has read the above Waiver, agrees to its terms in its entirety for the above named minor and hereby give permission for the above named minor to participate in Paintball and/or Airsoft Games and other activities at ENDLESS MOUNTAIN RECREATION, INC.=EMR and hereby gives EMR permission to authorize medical treatment as may be deemed necessary for the child named above while playing Paintball and/or Airsoft Games or while involved in any other activities at EMR. If contact information is different for Parent/Guardian, please add information on back of form.

(MUST be FILLED OUT and SIGNED by PARENT or GUARDIAN if PLAYER is UNDER 18 YEARS OLD)

_____ _____ _____

Signature of PARENT/GUARDIAN **Medical Insurance Policy Number** **Insurance Company**