

Airsoft Palooza 2019 Acknowledgement of Risk and Release Agreement and Photo Release

I or the Parent/Guardian executing this Agreement (“Releasor”), hereby acknowledge that I have voluntarily applied to enter onto and to engage in or to observe shooting and other activities at Evike Outpost Houston Inc. dba High Ground Airsoft, located at 100 Cypresswood Dr. #1302, Spring TX 77388 (“EvikePremises”) during Airsoft Palooza 2019, on or around May 18, 2019.

As lawful consideration for being permitted by Evike Outpost Houston Inc. to enter onto EvikePremises and to participate or engage in or observe shooting and other activities, including but not limited to renting or operating equipment whether rented from or sanctioned by Evike Outpost Houston Inc. during Airsoft Palooza 2019, as either a customer, guest, or participant, Releasor agrees as follows:

Assumption of Risk: Releasor acknowledges and understands that using airsoft equipment and shooting activities are hazardous and involve both known and unanticipated risks which could result in damage or destruction of property and cause serious physical or emotional injury, including paralysis, death, and partial or total loss of eyesight or hearing, of myself or of other persons. The risks include, but are not limited to: being shot by myself or others; being struck by flying or falling BBs and other objects; malfunctioning equipment; user error by myself or others. Releasor voluntarily and expressly assumes these risks. Releasor understands that such risks cannot be eliminated without compromising the essential qualities of shooting activities.

Liability Release: Releasor VOLUNTARILY RELEASES AND FOREVER DISCHARGES AND COVENANTS NOT TO SUE Evike Outpost Houston Inc., its owners, officers, managers, employees, agents, representatives, and vendors (“Releasees”) and their agents or employees, and all other persons or entities affiliated therewith, and all property owners on whose property the activity will take place, from any and all liability, claims, demands, actions or rights or action, which are related to, arise out of, or are in any way connected with Airsoft Palooza 2019, **including, but specifically not limited to any and all negligence or fault of Releasees and their agents or employees, whether related to the activity or not.** Releasor FURTHER AGREES, PROMISES AND COVENANTS, TO HOLD HARMLESS AND TO INDEMNIFY Releasees and their agents or employees, and all other persons or entities **from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage which I or my minor child may cause to others while on EvikePremises or participating in Airsoft Palooza 2019 activities.**

Releasor further acknowledges and understands that Evike Outpost Houston Inc. has no duty to undertake first-aid or rescue operations or procedures in the event any property damage or physical or emotional injury occurs, and that any such operations or procedures may result in compounded or increased damages or injuries. In the event that Evike Outpost Houston Inc. chooses to undertake emergency medical treatment, Releasor hereby gives permission to authorize emergency medical treatment as may be deemed necessary and releases Releasees from any liability for personal injury, wrongful death, or property damage as a result of the treatment.

Releasor further acknowledges and understands that Evike Outpost Houston Inc. makes no warranty as to the design, manufacture, maintenance, condition or fitness for any particular purpose of any Evike premises, facilities or equipment, including, but not limited to: shooting ranges, airsoft guns, ammunition, eye/hearing protection, and first-aid supplies.

Releasor acknowledges and represents that Releasor is 18 years of age or older and understands that the sale of airsoft product will not be made to any individual under the age of 18 years and that any use of any airsoft products by any individual under the age of 18 years old must be with supervision by a competent adult. Releasor understands that supervision will not be provided by Evike Outpost Houston or anyone else affiliated with Airsoft Palooza 2019.

Releasor acknowledges and understands that it is my responsibility as the owner of airsoft products to obey all applicable local, state, federal, and international laws with regard to the possession and use of any items acquired from Evike Outpost Houston Inc.

Releasor understands that AIRSOFT PRODUCTS MAY BE MISTAKEN FOR A FIREARM BY LAW ENFORCEMENT OFFICERS OR OTHERS, THAT ALTERING THE COLORATION OR MARKINGS REQUIRED BY STATE OR FEDERAL LAW OR REGULATIONS SO AS TO MAKE THE PRODUCT LOOK LIKE A FIREARM IS DANGEROUS, AND MAY BE A CRIME, AND THAT BRANDISHING OR DISPLAYING THE PRODUCT IN PUBLIC MAY CAUSE CONFUSION AND MAY BE A CRIME.

Releasor understands that Releasor is not permitted by law to remove any warning stickers, paint or markings on any products; that the removal of any such stickers, paint or markings is prohibited by law, and may void all warranties.

Releasor understands that applicable federal and/or state laws provide that the use of an airsoft gun in a crime may carry the full ramifications of a real firearm or weapon.

Releasor agrees that Releasor is acquiring an imitation firearm or an airsoft gun for one of the below lawful and legal reasons: (a) Solely for export in interstate or foreign commerce. (b) Solely for lawful use in theatrical productions, including motion picture, television, and stage productions. (c) For use in a certified or regulated sporting event or competition. (d) For use in military or civil defense activities, or ceremonial activities. (e) For public displays authorized by public or private schools.

Releasor agrees not to openly display or expose any imitation firearms or airsoft guns in a public place. A public place means an area open to the public and includes any of the following: a street, a sidewalk, a bridge, an alley, a plaza, a park, a driveway, a front yard, a parking lot, an automobile (whether moving or not), a building open to the general public (including one that serves food or drink, or provides entertainment), a doorway or entrance to a building or dwelling, a public school, a public or private college or university.

All guns sold on this site are REPLICAS AIRSOFT GUNS ONLY. They are not real firearms. All airsoft guns are equipped with blaze orange tips, clear plastic bodies, or other markings as required by law to distinguish them from real firearms. The orange tips and/or markings may not be removed. Airsoft guns are not made or authorized by makers of real guns unless specifically stated. Use of the name of a real gun or real gun maker is solely to assist in identification and does not imply any affiliation with or approval by any real gun maker.

Releasor agrees that all products sold by Evike Outpost Houston carry a 45-day warranty from the day of purchase unless otherwise specified. Warranty covers replacement and/or repair of defective/damaged products only, as determined by Evike Outpost Houston technicians or RMA representatives. Any alterations or modifications made to the product(s) in any respect by any person not employed or authorized by Evike Outpost Houston Inc. will cause all such warranties to be canceled and void. Evike Outpost Houston Inc. shall not be liable for normal manufacturing defects, customary variations from specifications, imperfections inherent in the process, used, or for damages resulting from improper shipment, storage or use of goods. Products received free of charge do not carry any warranty.

Battery Caution: Complimentary batteries and wall chargers included with most AEG are for TESTING PURPOSE ONLY. Use caution and follow manufacturers' instructions when charging batteries. **Do not charge batteries unattended or charge on flammable surface such as carpet.** Smart Charger and higher capacity batteries are recommended for better performance.

Photo/Video Release: Releasor hereby grants to Evike Outpost Houston Inc. and/or its photographer the absolute and irrevocable right and unrestricted permission to take, use, reuse, publish, republish, transmit, display, and copyright photographic portraits, pictures, or videos of me, my name, my likeness, my voice, and/or appearance, still or moving, or in which I may be included, in whole or in part, or composite or distorted in character of form, without restriction as to changes or alterations, in conjunction with my own or fictitious name, or reproductions thereof in color or otherwise, made through any medium at its studios or elsewhere, and in any and all media now or hereafter known, in print or electronically, for any purpose whatsoever, without notifying me, including but not limited to any web content, publications, illustrations, promotions, advertisements, posters, trade, or any other purpose whatsoever, and to use with or without my name in connection with any use if it so chooses.

I hereby waive any right that I may have to inspect and approve the finished product or copy that may be used in connection with an image or a video that the Photographer has taken of me, or the use to which it may be applied. I waive any right to be compensated for the usage of the materials and any royalties arising from the usage of the materials. I agree that Photographer owns the images and all rights relating to them.

Releasor acknowledges that no other inducement, assurance or guarantee has been made to me in consideration of my signing this Agreement, which Releasor signed voluntarily and of my own free will. Releasor further acknowledges and agrees that this Agreement may be amended or modified only by a writing signed by me and by an authorized agent of Evike Outpost Houston Inc.

Releasor has carefully read the above "Airsoft Palooza 2019 Acknowledgement of Risk and Release Agreement and Photo Release" and fully knows its contents. I UNDERSTAND THAT BY MY SIGNATURE I AM GIVING UP SUBSTANTIAL RIGHTS.

Wristband Number _____

Signature

Signature of Parent/Guardian if a minor

Print Name

Print Name

ID/Driver License #

ID/Driver License #