



Xtreme Airsoft

Assumption of Risk, Waiver of Liability, and Indemnity Agreement

XTREME AIRSOFT, LLC, dba LONESTAR AIRSOFT FIELDS (hereafter referred to as **Airsoft**) is an Airsoft-only facility devoted to providing opportunity for participation by the “professional” MilSim (Military Simulation) player. Airsoft activity that is recreational in nature; at the same time it develops fitness, skills, and agility. It also provides an exciting competitive opportunity. The activity and exertion level can range from moderate to very vigorous – depending upon the desire and approach of the participant.

Airsoft regards participant safety as a top priority. However, regardless of the care taken to avoid injuries, as in all physical activities, there are some risks that are inherent in the activity and cannot be totally eliminated. These **inherent risks** include, but are not limited to, falls when running or climbing; falls from elevated structures; collisions with other participants and stationary objects; scratches or cuts from gravel surfaces, prickly bushes, or exposed nails on old structures; uneven surfaces in the fields; wildlife (e.g., mosquitoes, snakes, insects, and small animals); extreme temperatures; sudden changes in weather conditions (e.g., strong winds, lightning); pellet injuries; and unexpected equipment failure. Another source of inherent risks are human-related actions. These include careless or unexpected actions by co-participants; careless or impulsive actions by the participant; and errors in judgment or momentary inattention by an Airsoft employee.

In spite of the benefits of the available activities and the care taken to prevent injuries, Airsoft feels that it is important that that the ADULT PARTICIPANT [OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S)] (hereafter referred to as **PARTICIPANT/PARENT**) understand the three types of injuries that can occur during Airsoft activities. *Minor injuries* are the most common and include, but are not limited to, muscle soreness, headaches, bruises, scrapes, sprains, pellet welts or abrasions, skin penetrated by a pellet, and lacerations. *Serious injuries* are less common, but might occur occasionally. They include, but are not limited to, sprained ankles, broken bones, knee injuries, shoulder injuries, back sprains, neck sprains, heat-related illnesses, chipped or broken tooth, and eye injuries (including loss of vision in an eye if the goggles are removed). *Catastrophic injuries*, while very unlikely, could occur. Airsoft feels that participants should be aware of this remote possibility. These injuries include permanent disabilities, spinal injuries, paralysis, and even death.

Assumption of Inherent Risks: I, the PARTICIPANT/PARENT, understand that the inherent risks of Airsoft activities are serious and that some of these activities involve dangers regardless of the care taken by Airsoft. I have read the previous paragraphs and 1) I know the nature of the Airsoft activities; 2) I understand the demands of those activities relative to my physical condition and skill level; and 3) I appreciate the types of injuries that may occur as a result of such activities. **I hereby assert that my participation (or that of my minor) at Airsoft is voluntary and that I (or we) knowingly assume all inherent risks of the activity.**

Waiver of Liability for Ordinary Negligence of Airsoft: In consideration of permission to use the property, facilities, equipment, and services of Airsoft, today and on all future dates, **I, the PARTICIPANT/PARENT**, (on behalf of myself, my spouse, heirs, personal representatives, and assigns – referred to hereafter as *Releasing Parties*) **do hereby waive, release, discharge and covenant not to sue** XTREME AIRSOFT, LLC, dba LONESTAR AIRSOFT FIELDS (including owners, directors, officers, employees, volunteers, independent contractors, agents, affiliates including G2G FAMILY PROPERTIES, LLC, and equipment suppliers—referred to hereafter as *Protected Parties*) from liability from **any and all claims arising from the ordinary negligence** of the *Protected Parties*.

This agreement applies to 1) **personal injury** (including death) from incidents or illnesses arising from participation in Airsoft activities (including, but not limited to: recreational, practice, or competitive activity; events; organized or individual training and conditioning activities; tests, classes, and instruction; individual use of facilities, facility design, equipment, toilets/shower/locker room areas, and all premises including the associated sidewalks and parking lots) and to 2) any and all claims resulting from the damage to, loss of, or theft of **property**.

Indemnification: I, the PARTICIPANT/PARENT, also **agree to hold harmless, defend, and indemnify Airsoft** and other *protected parties* (that is, defend and pay any judgment and costs, including investigation costs, attorney’s fees, and related expenses) from **any and all claims** of *Releasing Parties* or others acting on behalf of **Participant/Parent**, arising from participation in Airsoft Activities or presence on the premises, (including those **arising from the inherent risks** of the activity or the **ordinary negligence** of *Protected Parties*). I further agree to hold harmless, defend, and indemnify Airsoft and *Protected Parties* against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant while on the premises utilized for Airsoft Activities.

Clarifying Clauses: I, the PARTICIPANT/PARENT: **1)** understand that **this is the entire agreement between me and Airsoft** and cannot be modified or changed in any way by representations or statements by any agent or employee of Airsoft.

2) expressly agree that the foregoing Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and that **if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.**

3) understand that **if legal action is brought, the appropriate trial court for Fort Bend County in the State of Texas or the United States District Court for the Southern District of Texas has the sole and exclusive jurisdiction** and that only the substantive laws of the State of Texas shall apply.

