



## *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 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 SHOOTING & ARCHERY, 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.

4) I, the PARTICIPANT/PARENT, will engage in good faith efforts to **mediate** any dispute that might arise. Should mediation fail, I agree that claims arising out of participation at Airsoft shall be submitted to **binding arbitration** in accordance with the American Arbitration Association then in effect. The arbitrator shall have no power to make any errors of law or of legal reasoning.

**Acknowledgements to Promote Participant Safety:** These assertions aid Airsoft in providing for participant safety.

**Health Status** – I, the PARTICIPANT/PARENT, assert that:

- Participant possesses **sufficient physical fitness** and coordination to enable safe participation in Airsoft activities.
- Participant **assumes the risks of all medical conditions** (e.g., asthma, diabetes, anaphylaxis, epilepsy, heart disease or HBP).
- Airsoft encourages each participant to **get medical clearance** prior to participation.
- Participant will immediately **cease activity if there is discomfort** (e.g., faintness, shortness of breath, high anxiety, or chest pains).

**Emergency Care** – I, the PARTICIPANT/PARENT, assert that

- Airsoft **can administer emergency first aid or CPR** if deemed necessary and if a qualified employee is available.
- Airsoft **can secure emergency medical care** or transportation (i.e., EMS) if deemed necessary.
- Participant **assumes all costs** of emergency medical care and transportation.

**Rules & Safety** – I, the PARTICIPANT/PARENT, agree:

- Participant has heard the **Safety and Rules Talk** or viewed a **Safety/Rules Video** on participant's first visit to Airsoft.
- Participant agrees to **stay in the assigned fenced Airsoft area**.
- To **inform Airsoft** immediately if participant sees conduct or a facility condition that endangers participants.
- That participant understands the importance of **safety rules and safety equipment** and agrees to **abide by all safety-related rules**.
- That Airsoft has the **authority to terminate participation** if it is deemed a danger to the participant or others.

**Release of Image** – I, the PARTICIPANT/PARENT, agree that Airsoft can use my photo or video images for promotion (e.g., advertising, website).

**ADULT PARTICIPANT**

**Acknowledgement of Understanding:** I, the Adult PARTICIPANT have read this Agreement and understand that I am **giving up substantial rights**, including my right to sue for damages in the event of death, injury, or loss. I acknowledge that I am **voluntarily signing** this agreement, and **intend my signature to be a complete release of all liability, including that due to the INHERENT RISKS of AIRSOFT Activities or the ORDINARY NEGLIGENCE of the Protected Parties**, to the greatest extent allowed by laws of the State of Texas.

Name of Adult Participant (Please Print)	Signature of Adult Participant	Date
Emergency Contact Person	Relationship	Phone      Cell

**PARENT/GUARDIAN of a MINOR PARTICIPANT**

**Acknowledgement of Understanding:** I, the Parent/Legal Guardian of the minor listed below, hereby grant my minor child permission to participate in all **AIRSOFT** Activities. Further, **I have read and fully understand this AIRSOFT Assumption of Risk, Waiver of Liability, and Indemnification Agreement**, and agree to be bound by this agreement on behalf of myself, my spouse, the minor child, and any party filing on behalf of the minor child. I understand that I am releasing both my right and the right of my minor child to sue for damages in the event of injury, death, or financial loss. I intend **my signature to be a complete release of all liability, including that due to the Inherent Risks of AIRSOFT Activities or the Ordinary Negligence of the Protected Parties**, to the greatest extent allowed by laws of the State of Texas.

*Additionally, I, the Parent/Guardian of the minor child, assert that I have explained the inherent risks of AIRSOFT Activities to my minor child and that the minor understands this Agreement. The following signature of the minor is to affirm understanding of the inherent risks of AIRSOFT Activities and the voluntary assumption of these risks.*

Name of Parent/Guardian of Minor (Please Print)	Signature of Parent/Guardian	Date
Name of Parent/Guardian of Minor (Please Print)	Signature of Parent/Guardian	Date
Name of Minor Participant	Signature of Minor Participant <u>if Age 11 or older</u>	Age      Date of Birth      Date