**NYC Airsoft Event** 

### PARTICPANT AGREEMENT AND RELEASE OF LIABILITY

THIS FORM MUST BE READ AND SIGNED BEFORE THE PLAYER IS ALLOWED TO PARTICIPATE IN ANY AIRSOFT EVENT. This Waiver will be effective for 12 months of date of signing. In consideration for of being allowed to take part in any way in the sport and activities of airsoft under the auspices of the AIRSOFT/PAINTALL FIELD, sponsored by MOONDOG INDUSTRIES LLC, and promoted by NYC AIRSOFT, I acknowledge and agree as follows:

- 1. Major dangers and risks exist in my use of airsoft equipment and my participation in airsoft activities.
- 2. 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.
- 3. My particiapation in such activities and/or use of such equipment may result in destruction, damage or theft of my property.
- 4. These risks and dangers may be caused by the negligence of MOONDOG INDUSTRIES LLC its owners, NYC AIRSOFT members, volunteers event staff, EVIKE.COM, event SPONSORS, the event LOCATION, their facilities, their officers, officials, agents, and/or employees (hereafter referred to as "RELEASEES") the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes.
- By my participation in these activities and/or use of equipment, I hereby assume all risks, 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 RELEASEES, or by any other person.
- 6. I agree to obey all safety regulations, game and club rules, and to obey all event directors and referees. Any failure to comply with the rules, regulations, and event instructions will result in penalties ranging from a warning or suspension to expulsion from the event and further MOONDOG INDUSTRIES LLC activities and revocation of rights and privileges to access to the organization.
- 7. Event/field fees/deposits required to participate are non-refundable, except at the sole discretion of the event producer or venue.

THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

- 8. I hereby consent, without further consideration or compensation to the use (full or in part), to all video and photographs taken of me and/or recordings made of my voice and/or written extraction, in whole or in part, for the purposes of illustration, broadcast, or distribution in any manner, may be used by the RELEASES for the purpose of promotion and marketing.
- 9. I, on behalf of myself, my personal representatives assigns, next of kin, and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the RELEASEES from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of airsoft equipment or my participation in airsoft activities, I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the RELEASEES.

I AGREE TO THE ABOVE WAIVER AND RELEASE OF LIABILITY: I HAVE READ, FULLY UNDERSTAND ITS TERMS, UNDERSTAND

First Name													Date of	Birth _		 
Last Name																
Callsign																
PLAYER SIGNATURE DATE																

THIS SECTION FOR PARENTS OF MINORS (UNDER AGE 18) I, as parent/guardian with legal responsibility for this participant, do consent and agree not only to his/her release of MOONDOG INDUSTRIES LLC and all other 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.

Parent Name						
Adult Signature						
Relationship to Minor:						
Date	Emergency Phone#:					

#### FRAUD WARNING

Any person who fraudulently signs this document with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

# NATIONAL SPORTS ENTERTAINMENT & RECREATION ASSOCIATION

Industry Insurance Programs

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www.nsera.com/paintball

## Cobra One Tactical LLC = COBRA

Phone: (908) 637-8838

### RELEASE OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK READ BEFORE SIGNING

IN CONSIDERATION of being permitted to participate in any Paintball and/or Airsoft activities including, but not limited to, playing, using the premises of, renting and operating equipment leased, sanctioned and/or operated by the above named vendor, I acknowledge and agree that:

I fully understand and acknowledge that; (a) risks and dangers exist in my use of Paintball and/or Airsoft equipment and my participation in Paintball and/or Airsoft activities; (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 COBRA; the negligence of the participants, the negligence of others, accidents, breaches 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 COBRA, 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 COBRA and it's owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Paintball and/or Airsoft equipment or my participation in Paintball and/or Airsoft activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of COBRA. This waiver is good through ONE YEAR FROM DATE SIGNED

#### MEDICAL PERMISSION AUTHORIZATION

If the participant is of minority age, the undersigned parent or guardian hereby gives permission for COBRA to authorize emergency medical treatment as may be deemed necessary for the child named below while participating in Paintball and/or Airsoft games.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE COBRA FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Print Name

Age

Date of Birth

Phone

Signature

Address

City, State Zip

Signature of Parent/Guardian (if less than 18 years old) E-mail

Date: \_\_\_\_\_ (MONTH/DATE/YEAR)