

WAIVER AND RELEASE OF LIABILITY

VICTORIA MILSIM AIRSOFT, Victoria, Texas

NOTE: THIS FORM MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS ALLOWED TO TAKE PART IN ANY AIRSOFT EVENT HOSTED BY ANY MEMBERS OF THE NIGHTSTALKERS AIRSOFT TEAM (AKA) VICTORIA MILSIM AIRSOFT.

THE NIGHTSTALKERS AIRSOFT TEAM (AKA) VICTORIA MILSIM AIRSOFT

THIS IS A RELEASE OF LIABILITY -- READ BEFORE SIGNING.

IN CONSIDERATION of being permitted to participate in any way in the sport and/or activities of MILSIM Airsoft under the auspices of THE NIGHTSTALKERS AIRSOFT TEAM (AKA) VICTORIA MILSIM, I acknowledge, appreciate, and agree that:

1. The risk of injury from the activity and weaponry involved in MILSIM Airsoft is significant as with any athletic activity, including the potential for permanent disability and death, and while particular protective equipment and personal discipline will minimize this risk, the risk of serious injury does exist;
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, and assume full responsibility for my participation; and,
3. I understand that the activities of Airsoft are physically and mentally intense. I understand the rules of play and will comply with all rules and regulations of Victoria MILSIM Airsoft. If I observe any unusual or unnecessary hazard during my participation, I will bring such to the attention of the nearest senior team member as soon as practical; and,
4. I, for myself and on behalf of my heirs, assign, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS THE NIGHTSTALKERS AIRSOFT TEAM (AKA) VICTORIA MILSIM AIRSOFT, its Respective administrators, directors, agents, officers, volunteers, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, except that which is the result of gross negligence and/or uncalled-for misconduct.
5. I understand and agree that this Release of Liability Agreement covers each and every MILSIM airsoft activity or event HOSTED BY MEMBERS OF THE NIGHTSTALKERS AIRSOFT TEAM (AKA) VICTORIA MILSIM AIRSOFT in which I participate hereafter.
6. I have read and fully understand all of the rules and regulations and the code of conduct posted publicly by THE NIGHTSTALKERS AIRSOFT TEAM (AKA) VICTORIA MILSIM AIRSOFT.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND IT'S TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. (Participants 18 years of age do not require parental consent.)

Print Name: _____ Date of Birth: _____ Today's Date: _____

Participants Signature: _____ Emergency Contact Number: _____

FOR PARTICIPANTS OF MINORITY AGE: (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as **parent/guardian** with legal responsibility for this participant, do consent and agree not only to his/her release of THE NIGHTSTALKERS AIRSOFT TEAM (AKA) VICTORIA MILSIM 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. Your signature on this form indicates that your son or daughter is physically fit to participate in this activity and no medical conditions exist which may compromise the safety or well being of the individual or any other participant of the event.

Parent or Guardian Printed Name: _____ Date of Birth: _____ Today's Date: _____

Parent or Guardian Signature: _____