

Indemnity Agreement & Release of Liability, Acknowledgement of Risks and Hazards

This is an important legal document! By signing it, you are giving up certain rights! Please read carefully before signing!

Doomsday Airsoft Pepin Enterprises of SW Florida, Inc.

In consideration of Doomsday Airsoft & Pepin Enterprises of SW Florida, Inc. (**Print Name**) _____ to utilize the property of Wayne's World of Paintball, located in Ocala, FL (the "Event Facilities") and to participate in airsoft tactical scenarios, training and related activities, (hereinafter referred to as 'activities' covered by this Agreement), I agree that:

1. REPRESENTATION, WARRANTIES & ASSUMPTION OF RISK:

I understand that participating in any of the activities covered by this Agreement will expose me to the risk of personal injury, property damage and/or death. I understand that the success and safety of my participation is dependent upon the proper functioning of proscribed safety equipment, vehicles, airsoft training weapons and the Event Facilities; and that neither the safety equipment, vehicles, airsoft weapons or the Event Facilities can be guaranteed to function perfectly. I understand that the safety equipment, vehicles, airsoft weapons and the Event Facilities are subject to mechanical malfunctions as well as operator error. I freely, voluntarily and expressly choose to assume all risks inherent in participating in the activities covered by this Agreement, including, but not limited to, risks of equipment failure, malfunction and/or failure to function, including those risks that may result from some defect in design, assembly, and/or manufacture as well as those risks arising from improper and/or negligent operation, training and/or use of the equipment or the Event Facilities. I understand and acknowledge that the Event Facility is a controlled environment and activities covered by this Agreement that are performed at the Event Facility are potentially hazardous to me and my property. I understand the risks of participating in the activities covered by this Agreement at the Event Facility, and I willingly and completely accept the conditions at the Event Facility. For and in consideration of the right to participate in the activities covered by this Agreement, and understanding full well the risks of participation may include personal injury, property damage, and/or death, I assume those risks.

(_____) **Please initial when read and agreed upon**

2. EXEMPTION AND RELEASE FROM LIABILITY:

I exempt and release the following persons, corporations and organizations: Doomsday Airsoft, Pepin Enterprises of SW Florida, Inc., Wayne's World of Paintball and the owners and lessees, if any of land upon and from which the airsoft event and related training operations are conducted; in each case, including all of such person's, corporation's, or organization's owners, directors, officers, agents, servants, employees, representatives, lessors; subsidiaries and affiliates (hereinafter collectively referred to as "Releasees"), from any and all liability, claims, demands, actions or causes of action whatsoever arising out of any damage, loss or injury to me or my property, including my death, while upon the premises of the Event Facility or while participating in any of the activities covered by this Agreement, whether resulting from the negligence and/or other fault, either active or passive, of any Releasees, or from any other cause.

(_____) **Please initial when read and agreed upon**

3. COVENANT NOT TO SUE:

I agree never to institute any lawsuit or action at law or arbitration or otherwise against any of the Releasees, or to initiate or assist in the prosecution of any claim for damages or cause of action that I may have by reason of injury to my person or property, or my death, arising from the activities covered by this Agreement, whether caused by the negligence and/or other fault, either active or passive, of any of Releasees, or from any other cause. I further agree that my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf, shall not institute any suit or action at law or otherwise against any of Releasees, nor shall they initiate or assist the prosecution of any claim for damage or cause of action that I, my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf may have by reason of injury to my person or property, or my death, arising from activities covered by this Agreement, whether caused by any negligence and/or other fault, either active or passive, of any Releasees, or from any other cause. I hereby so instruct my heirs, executors, administrators, personal representatives and/or anyone else claiming to or actually acting on my behalf. Should any such legal or equitable suit, action at law, arbitration or otherwise be instituted against any of Releasees, I agree that such Releasees shall be entitled to recover attorneys' fees and costs incurred in defense of such suit or action, including any appeals therefrom.

(_____) **Please initial when read and agreed upon**

4. LIQUIDATED DAMAGES:

As part of the consideration from my being allowed to participate in the activities covered by this Agreement, I promise not to initiate any legal or equitable suit, action at law, arbitration or otherwise against any of the Releasees for any cause of action whatsoever arising from my participation in the activities covered by this Agreement. Furthermore, I realized that the damages to the Releasees for my breach of this promise are uncertain and difficult to establish and that in the event I breach this promise I agree that the liquidated damages I will be liable to pay to each of the Releasees named in any legal or equitable suit, action at law, arbitration or otherwise that I may bring is \$100,000 for each named defendant. I agree that this amount is a reasonable estimate of the cost that the Releasees would spend defending such legal or equitable suite, action at law, arbitration or otherwise.

(_____) **Please initial when read and agreed upon.**

I agree that the amount of \$100,000 is not a penalty but is rather an estimate of uncertain damages. I further agree that this provision for liquidated damages shall apply to any action in which I am required to indemnify the released parties, such as a wrongful death action brought by my heirs. These liquidated damages shall be due and payable immediately upon filing any legal action or demand for arbitration and irrespective of the outcome.

(_____) **Please initial when read and agreed upon**

5. INDEMNITY AGAINST THIRD PARTY CLAIMS:

I will indemnify, save, and hold harmless Releasees from any and all losses, claims, actions, or proceedings of every kind and character, including attorney’s fees and expenses, that may be presented or initiated by any other persons or organizations and that arise directly or indirectly from my participation in the activities covered by this Agreement, whether resulting from the negligence and/or other fault, either active or passive, of any of Releasees or from any other cause.

() **Please initial when read and agreed upon**

6. ARBITRATION BOARD:

I further agree that in the event I or any other party have any claims whatsoever against any of the Releasees arising out of my participation in activities covered by this agreement including an action for personal injury or wrongful death, that it shall be a condition precedent to the filing of any legal action against any of the Releasees by myself or my heirs, that the matter first be arbitrated by an arbitration board appointed by Pepin Enterprises of SW Florida, Inc. and that the decision and finding of that board shall be final and binding upon all persons. Doomsday Airsoft & Pepin Enterprises of SW Florida, Inc. shall have absolute and unfettered license to choose whomsoever they desire as arbitrators and the decision of the arbitrators shall not be set aside for any reason whatsoever. Furthermore, the filing of a demand for arbitration shall trigger the requirement for payment of liquidated damages specified in Paragraph 4.

() **Please initial when read and agreed upon**

7. VALIDITY OF WAIVER:

I understand and agree that if I institute, or anyone on my behalf institutes, any suit or action at law or any claim for damages or cause of action against any of Releasees because of injury to my person or property, or my death, due to the activities covered by this Agreement, I agree that this Agreement can and will be used as evidence in court. Should a court of competent jurisdiction rule that any of the provision(s) of this Agreement is void or invalid, all remaining provisions hereof shall remain in full force and effect.

() **Please initial when read and agreed upon**

8. REPRESENTATION AND WARRANTIES

I represent and warrant that (a) I have read, understand and agree to fully comply with all rules, procedures, safety guidelines that are published online, contained in the players pack for this event (if provided) and/or briefed to the participants onsite at the Event Facility, (b) I assume fault and liability for injury to myself or other participants if caused by my failure to comply with all rules, procedures and safety guidelines that are published online, contained in the players pack for this event (if provided) and/or briefed to the participants onsite at the Event Facility, (c) I have notified the event staff of any physical afflictions, relevant past medical history details, medical treatment and medications that I am currently undergoing or taking, (d) I have made no misrepresentation of my age, health or understanding and agreement to all event terms, rules and conditions.

() **Please initial when read and agreed upon**

9. LIKENESS RIGHTS:

Any and all pictures, videos, electronic images, or drawing of the event or the Event Facilities, regardless of origin or author, may not be generated, created, used, distributed, or reproduced in, on or within, any commercial, personal, promotional or other use, whether in print or electronic format, unless approved by event organizers or any other party authorized by the event organizers. Any and all pictures, videos, electronic images, or drawings of the event or the Event Facilities, regardless of origin or author, are the property of the event organizers. Players and approved photographers may retain their personal photos and video of the event, provided that upon the request of Doomsday Airsoft such persons shall provide Doomsday Airsoft with a downloaded copy of all images and video taken by such persons prior to leaving the Event Facilities, and I hereby grant Doomsday Airsoft and their successors and assign an unlimited, worldwide, perpetual, fully-paid license to use such photos and videos taken by or of me for any purpose at their sole and absolute discretion. By attending, I agree to allow the event organizers the unrestricted and uncompensated use my likeness, name, voice and photographs.

() **Please initial when read and agreed upon**

10. EFFECTIVE TERM:

This Agreement shall remain in full force and effect from the date and time of signing continuously for a period of 10 (ten) years.

() **Please initial when read and agreed upon**

IN WITNESS WHEREOF I HAVE CAREFULLY READ THIS DOCUMENT AND THE BELOW REGISTRATION FORM, FULLY KNOW AND UNDERSTAND THEIR CONTENTS, AND SIGN IT OF MY OWN FREE WILL.

Your Signature _____ Today’s Date _____ Email Address _____

Printed Name _____ Date of Birth _____ Emergency Contact # _____

Signature of Legal Guardian (if under 18 years of age) _____ Today’s Date _____

Printed Name of Legal Guardian _____

Witness Signature _____ Today’s Date _____ Witness Name _____

PARENT MUST PRESENT COPY OF PHOTO ID