FREEDOM Airsoft LLC Release of Liability Waiver

Participant's Name_____ Date of Birth _____

IN EXCHANGE FOR AND IN CONSIDERATION OF being permitted to participate in any way the sport and activities of airsoft/SHOOTING OF BBS AT OTHERS AS WELL AS OTHERS SHOOTING BBS AT ME and/or my family (if applicable), organized by FREEDOM AIRSOFT , L.L.C. "FREEDOM" of 7850 E Valencia Road Tucson , AZ 85747

I and/or members of my family (if applicable) ACKNOWLEDEGE and /or agree to the following information:

1. I agree to observe and obey all posted rules and warnings and further agree to follow any oral instructions given by FREEDOM AIRSOFT, or employees, representative's agents or members of Freedom.
2. I recognize that there are certain inherent risks, both known and unknown, associated with the above described activities and further knowingly and freely assume all risks and assume full responsibility for the personal injury to myself and of my family member (if applicable) and further release and discharge FREEDOM AIRSOFT for any injury, loss or damage arising out of my or my family's use (if applicable) or the presence upon the facilities of FREEDOM AIRSOFT or other third parties, even if arising from the negligence of employees, representatives, agents or members of Freedom.
3. I for myself and my family members and on behalf of my heirs, assigns, personal representative's and next of kin, herby release and hold harmless FREEDOM AIRSOFT the owners, members, agents, employees and representatives, less9ors of the premises (releases) used to conduct the above described activities with respect to any and all injury, disability, death or loss or damage to person or property whether caused by the negligence of any of the releases or any other players on the field.
4. I for myself and my family members agree to indemnify and defend FREEDOM AIRSOFT against all claims, causes of action, damages, judgment's, cost or expenses, including but not limited to attorney fees, other litigation costs, which may in any way arise from me or my family's (if applicable) use of or the presence of upon the facilities of FREEDOM
5. I for myself and my family members agree to pay for any and all damages to the facilities on FREEDOM AIRSOFT caused by me or my family's negligence, reckless or willful actions, **excessive damage to gun or mask may result in a damage fee of a MINIMUM OF $50.00 OR THE TOTAL COST TO REPLACE THE GUN, to be determined in SOLE discretion of FREEDOM. It is further agreed the ONLY BB's purchased from FREEDOM AIRSOFT can be used in rental guns, failure to comply may result in the above damage cost or full gun replacement.**
6. Any legal or equitable claim that may arise from participation in the above shall be resolved under Arizona law.
7. I for myself and my family members agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given reasonable opportunity to review it before signing, I further agree and acknowledge that I am free to have my own legal counsel review the Agreement if I so desire. I further agree and acknowledge that FREEDOM AIRSOFT has offered to refund any fees I have already paid to use the facilities if I choose not to sign this Agreement.
8. This agreement and each of its terms is the product of an arm's length negotiation between the parties. In the event any ambiguity is found to exist in the interpretation of the Agreement or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of the interpretation which would dead to a construction either "for or" against a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
9. The invalidity or unenforceability of any such provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provisions of this Agreement or of any other applications of such provisions, as the case may be, and such invalid or unenforceable provisions shall be deemed not a part of the Agreement.
10. I hereby grant permission to FREEDOM AIRSOFT to use my or my family's photographic likeness in all forms of media for advertising, trade and any other lawful purpose.
11. There are no refunds for Acts of Nature or Acts of God.

I HAVE READ AND UNDERSTAND THIS DOCUMENTS AND ASSUMPTION OF RISK, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTATIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITH OUT ANY INDUCEMENT.

X_____

PARTICIPANT'S SIGNATURE PRINT NAME / EMERGENCY NUMBER DATE

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____ EMAIL: _____

PARTICIPANTS UNDER THE AGE OF 18 AT THE TIME OF REGISTRATION:

This is to certify that I, as the parent/guardian with legal responsibility for this participant, do consent and agree not only to his/her release of FREEDOM AIRSOFT and all other releases but also to release and indemnify the releases from any and all liabilities incident to his/her involvement in activities listed above.

X_____

PARENT/GUARDIAN SIGNATURE PRINT NAME / EMERGENCY NUMBER DATE

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____ EMAIL: _____