



## LIABILITY RELEASE AND WAIVER, RISK ASSUMPTION AND INDEMNITY AGREEMENT

THIS TWO-SIDED FORM MUST BE READ, COMPLETED AND SIGNED SO THAT PARTICIPANT (AS IDENTIFIED BELOW, WHO MAY BE THE ONLY "SIGNER") MAY PARTICIPATE IN CERTAIN ACTIVITIES ("ACTIVITIES") ON, OR LOCATED AT, THE PROPERTY OF STRYKER AIRSOFT, LLC ("STRYKER") IN HACKETTSTOWN, NJ (THE "PROPERTY").

### Understanding and Assumption of Risks

The Signer, on his or her own behalf, or on behalf of his or her child or legal dependent, as applicable, and on behalf of his or her heirs, successors and assigns (collectively, the "SIGNER") understands the nature of the ACTIVITIES, and certifies that PARTICIPANT is qualified, in good health, and in proper physical condition to participate in such ACTIVITIES. PARTICIPANT acknowledges that if PARTICIPANT believes event conditions are unsafe, PARTICIPANT will immediately discontinue participation in the ACTIVITIES and leave the PROPERTY. PARTICIPANT fully understands that the ACTIVITIES involve risks of damage to property and/or serious bodily injury, including permanent disability, paralysis and death, which may be caused by PARTICIPANT's own actions, or inactions, the actions or inactions of others participating in the ACTIVITIES, the conditions of the PROPERTY, or the negligence or willful misconduct of the "RELEASED PARTIES" identified below, that there may be other risks either not known to PARTICIPANT or not readily foreseeable as of the date hereof, and PARTICIPANT fully accepts and assumes all such risks and all responsibility for losses, cost and damages incurred or arising as a result of participation in the ACTIVITIES or access to or use of the PROPERTY.

#### 1. Read both sides of this form, then INITIAL the box(es) below for applicable section(s) of this form.

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Understanding and Assumption of Risks (above) (Required)               |
| <input type="checkbox"/> | Liability Waiver and Release and Indemnity Agreement (over) (Required) |
| <input type="checkbox"/> | Medical Release (over) (Required)                                      |
| <input type="checkbox"/> | Continuing Medical Release and Waiver (over)                           |
| <input type="checkbox"/> | Parental Consent (Only if PARTICIPANT is under 18) (over)              |

#### 2. PARTICIPANT Information

Today's Date \_\_\_\_\_

Printed name of PARTICIPANT (regardless of age) \_\_\_\_\_

Signature PARTICIPANT \_\_\_\_\_

PARTICIPANT Date of Birth \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

#### 3. Parent / Legal Guardian Information ( If PARTICIPANT is less than 18 years of age )

Printed name of Parent/Legal Guardian (above designated "SIGNER") \_\_\_\_\_

Signature Parent/Legal Guardian \_\_\_\_\_ Cell # (for emerg.) \_\_\_\_\_

#### 4. How did you hear about Stryker Airsoft?

- |  |  |                                      |
|--|--|--------------------------------------|
| <input type="checkbox"/> Internet Search | <input type="checkbox"/> TV Commercial | <input type="checkbox"/> Fair        |
| <input type="checkbox"/> Word of Mouth   | <input type="checkbox"/> Money Mailer  | <input type="checkbox"/> Other _____ |

E-Mail (to get notified of special promotions) \_\_\_\_\_

## **Liability Waiver and Release and Indemnity Agreement**

The SIGNER has read both sides of this form, understands that the SIGNER freely and without any inducement has given up substantial rights by signing it, intends it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agrees that if any portion of this Agreement is held to be invalid the balance of this Agreement, notwithstanding, shall continue in full force and effect.

The SIGNER hereby releases, discharges and covenants not to sue STRYKER, its respective administrators, members, managers, agents, officers, legal representatives, volunteers and employees, other participants in the ACTIVITIES, any sponsor or advertiser and owners and lessors of the PROPERTY, (each considered one of the "RELEASED PARTIES" herein) from all liability, claims, demands, losses or damages that the PARTICIPANT may have now or hereafter for any and all injuries to his or her person or property and for damages, including but not limited to, those injuries or damages caused by the negligence of the RELEASED PARTIES, while PARTICIPANT is on the PROPERTY for any purpose including participation in the ACTIVITIES, and including negligent rescue operations. The SIGNER further agrees that if, despite this Liability Waiver and Release and Indemnity Agreement, PARTICIPANT, or anyone on PARTICIPANT's behalf, makes a claim against any of the RELEASED PARTIES, the SIGNER will indemnify, save and hold harmless each of the RELEASED PARTIES from any loss, liability, damage or cost which may arise or be incurred as the result of such claim. The SIGNER also agrees that all pictures taken at the PROPERTY of any ACTIVITIES involving PARTICIPANT are eligible to be used on STRYKER'S website, Facebook.com or any other Internet or electronic display.

### **Parental Consent (Only if PARTICIPANT is under 18)**

The SIGNER parents or legal guardians of the minor PARTICIPANT understand the nature of the above referenced ACTIVITIES and the minor PARTICIPANT's experience and capabilities and believe the minor PARTICIPANT to be qualified to participate in such Activities. Accordingly, the Signer hereby releases, discharges, covenants not to sue and AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the RELEASED PARTIES from all liability, claims, demands, losses or damages on the minor PARTICIPANT's account caused or alleged to have been caused in whole or in part by any negligent rescue operations, and further agree that if, despite this consent and release, the SIGNER, the minor PARTICIPANT or anyone on the minor PARTICIPANT's behalf makes a claim against any of the above RELEASED PARTIES, the Signer WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the RELEASED PARTIES from any litigation expenses, attorney fees, loss, liability, damage or cost that any of the RELEASED PARTIES may incur as a result of any such claim.

### **Medical Release**

I/we, the SIGNER, do hereby appoint **STRYKER** to act on my/our behalf in the event of an emergency (or, if applicable, in the event that we cannot be contacted), to authorize, offer or refuse necessary treatment to PARTICIPANT while on the PROPERTY.

The SIGNER understand(s) that we/I will be responsible for the payment of all cost incurred incident to such treatment. The SIGNER will not hold **STRYKER**, the owners, operators, participants, sponsors and all of their agents and employees responsible for any bodily or mental harm or omission that may arise from PARTICIPANT's utilizing the PROPERTY, and we/I also agree(s) not to hold responsible any of the above named for any outcome or omission that may arise from the offering of medical assistance to PARTICIPANT.

The SIGNER understand(s) that there are no guarantees that trained medical staff will ever be on hand at any time and that any aid offered is done so strictly in the manner of a Good Samaritan.

### **Continuing Medical Release and Waiver**

I/we, the SIGNER, wish this to be a continuing medical release and waiver allowing PARTICIPANT permission to play anytime PARTICIPANT IS at the **STRYKER** PROPERTY during the current season.