WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

FOR

Airsoft Activities at Ashmore Estates

1. In consideration for receiving permission to have access to Ashmore Estates participate in Airsoft activities, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, Scott and/or Tanya Kelley and/or Ashmore Estates, Ashmore, IL 61920, their officers, agents, volunteers, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

2. 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 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; 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 RELEASEES, OR BY ANY OTHER PERSON.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

4. I understand that RELEASEES do not maintain any insurance policy covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.

5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Illinois.

6. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age or have parental or guardian permission and signature on this form. I am (or my guardian is) fully competent; and I (or my guardian) execute(s) this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed on this _____ day of _____, 20_____.

PARTICIPANT

_____ _____ _____ _____

Printed Name Age Date of Birth Phone

_____ _____

Signature Address City State Zip

_____

Email

NO REFUNDS – NO EXCEPTIONS!

If Participant is under the age of 18, Parent/Guardian consents to the minor's participation in the event, consents for RELEASEE to seek reasonable and necessary medical treatment for Participants during such event or associated activities, and agrees to be responsible for any cost of such treatment.

_____ _____

Parent/Guardian Signature Date