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DDMS/T1	P/P/O

WAIVER AND RELEASE OF LIABILITY

REV. 16-01

NOTE: THIS WAIVER MUST BE READ AND SIGNED BY ANY AND ALL PLAYERS PRIOR TO PARTICIPATION OR ATTENDANCE AT ALL EVENTS AND GAMES HOSTED, CO-HOSTED, OR SPONSORED BY DELL DEVILS MILITARY SIMULATION (DDMS) OF PRESCOTT, ARIZONA. IF A PARTICIPANT/ATTENDEE IS UNDER THE AGE OF 18, A PARENT OR LEGAL GUARDIAN MUST ALSO READ AND SIGN THIS WAIVER. WAIVERS WILL **NOT** BE RETAINED, AND MUST BE SIGNED AT EACH EVENT ATTENDED.

Signing this waiver constitutes receipt and understanding of the Dell Devils Military Simulation Rules of Engagement, available on our website at <http://delldevilsmilsim.weebly.com/>, our Facebook page, in paper at any DDMS event, or by request at any time. All persons who sign this Waiver will be held accountable to the DDMS Rules of Engagement, and as many of the Rules keep participants and our Staff safe, failure to comply may result in immediate suspension or ejection from any game or event without refund.

You (the undersigned), your Parent or Legal Guardian (if applicable), or DDMS may terminate this at-will contract at any time for any reason, revoking any and all participatory privileges until a new Waiver is signed and on file.

RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK FOR AIRSOFT GAMES AND MILITARY SIMULATION (MIL-SIM) EVENTS

The undersigned:

- 1.) Has asked Dell Devils Military Simulation and (by association) Land Owners for permission to participate in an airsoft and/or Mil-Sim event, and acknowledges that the game inherently involves physical exertion and other risks, particularly those involving the shooting of projectiles from airsoft guns, as well as other risks known and unknown to DDMS or any outside entity and may result in injury to participants, observers, and passersby, including serious bodily injury or death, even if all safety rules are followed;
- 2.) Is aware of the risk of injury or illness, including but not limited to terrain, weather, wildlife, third-party negligence, and equipment-related injuries, and other hazards including heat related illness, negligent use of live firearms by third parties, and sharp or poisonous plants. Player will be exposed to both natural and manmade hazards. The possibility of permanent disability or death does exist;
- 3.) Agrees to play the game according to the Rules of Engagement which have been provided and to follow directions given by any game referees, hosts, co-hosts, Staff members, admins, etc.
- 4.) Warrants and acknowledges that his/her physical condition is sufficient and his/her mental state is sufficiently stable to enable him/her to participate safely in the event. This includes not being on any medications that would pose a risk to him or her under physically, exerting conditions;
- 5.) Certifies that he/she is over 18 years old, or in the case of a minor child, certifies that a parent or guardian with legal authority to do so provides consent for the child to engage in activities described herein, and indicates their understanding and agreement to the terms and conditions expressed herein;
- 6.) Authorizes use of photos, videos, name, comments, game results, etc. for promotional purposes.
 - a. **If the undersigned DOES NOT give consent for DDMS to use their image, please CONSULT A DDMS OFFICER to solve the problem.**

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- 7.) States that they understand the operation of their own equipment, including but not limited to their own airsoft guns and that such equipment including green gas, re-chargeable batteries, compressed air tanks, harnesses, and other accessories are in safe operating condition, that any compressed gas tanks such as HPA, Green Gas, or CO2 are sound, free of defects, and are currently within the allowable limits of use for any required hydrostatic testing¹;
- 8.) Understands and agrees to follow all safety rules and procedures and that such rules and procedures not followed by others could result in his or her injury or death.
- 9.) Understands that use of proper and high quality safety and personal protective equipment in accordance with the Rules of Engagement, good judgement, and any other rules or restrictions issued verbally or textually is his or her responsibility.

IN CONSIDERATION of being permitted to play, watch or participate in the applicable event, the undersigned on behalf of himself/herself, his/her successors or assigns, hereby releases and forever discharges Dell Devils Military Simulation and land owners, land lease holders or managers, equipment distributors, and their successors, assigns, employees, officers, agents and franchisees, dealers or operators both jointly and severally, from any and all actions, covenants, claims, and demands for damages, cost, expenses, (including attorneys fees), loss or injury, however arising, including negligence, whether caused in whole or part, of any Dell Devils Military Simulation and land owners, employees, owners, agents, participants, or others which may have been or may be sustained by the undersigned in any way, foreseeable and unforeseeable, relating to or arising out of the participation in airsoft or Mil-Sim activities or being around others using airsoft or Mil-Sim equipment, including but not limited to, the manufacture, selection, delivery, possession, use, or operation of the equipment of the natural environment. The undersigned desires and agrees to assume any and all risks.

This document is a legally binding contract relieving the game operators, their employees, members, equipment suppliers, and other mentioned, from liability for injury to the undersigned. If you have any doubts concerning any aspect of its contents, consult an attorney before signing it. This hold harmless agreement covers all airsoft or Mil-Sim activities or events you participate in hereafter.

I, on behalf of myself, my personal representatives, and/or my heirs, hereby voluntarily agree to the above release and acknowledge the receipt of the referenced safety rules. I have read each item of this waiver; I understand what each item means, will participate in spite of the herein mentioned risks and agree to abide by the terms of this waiver. By signing, I agree it is my intention to exempt and relieve Dell Devils Military Simulation and land owners of liability for personal injury, property damage, or wrongful death, for any cause.

I also acknowledge that signing this release operates as a full and complete release for the duration of the applicable event, in writing by myself, by Dell Devils Military Simulation, or by my parent or legal guardian.

Date of Signature: ____/____/_____.

Signature of participant who has read and agreed to the above Terms: _____.

Printed Name of the participant: _____.

¹ The undersigned accepts any and all liability for property damage, injury, or death resulting from compressed gas system use, misuse, malfunction, or failure.

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FOR PARTICIPANTS UNDER AGE 18 AT TIME OF REGISTRATION:

This is to certify that I, as a Parent or Legal Guardian with legal responsibility for this participant, do consent and agree to the Terms outlined in this document, and release Dell Devils Military Simulation and any third party associated with organizing, administrating, conducting, or otherwise operating the event specified above. I understand that this Release also applies to any loss, material or bodily, sustained by myself should I remain present for the event or any portion thereof.

PARENT/GUARDIAN SIGNATURE: _____.

PRINTED NAME OF PARENT/GUARDIAN: _____.

Date Signed: ____/____/_____.