

2012 SCORCHED EARTH MERCENARIES [SEM] AIRSOFT WAIVER AND RELEASE OF LIABILITY

NOTE: THIS FORM MUST BE READ AND SIGNED BEFORE THE PLAYER IS ALLOWED TO PARTICIPATE IN ANY S.E.M. AIRSOFT EVENT. This Waiver will be effective until 1/1/13.

In consideration of being allowed to take part in any way in the sport and activities of airsoft under the auspices of SEM AIRSOFT, I acknowledge, appreciate, and agree as follows:

- 1) Major dangers and risks exist in my use of airsoft equipment and my participation in airsoft activities.
- 2) 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.
- 3) These risks and dangers may be caused by the negligence of SEM AIRSOFT, its owners, agents, officers and employees, the owners and lessors of the premises used to conduct the airsoft activities, their officers, officials, agents, and/or employees (hereafter referred to as "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.
- 4) 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 RELEASEES, or by any other person.
- 5) I agree to obey all safety regulations, game and club rules, and to obey all club directors and referees. Any failure to comply with the rules, regulations, and event instructions will result in penalties ranging from a warning or suspension to expulsion from further SEM AIRSOFT activities and revocation of rights and privileges by the directors of the club.
- 6) I, on behalf of myself, my personal representatives assigns, next of kin, and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the RELEASEES from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of airsoft equipment or my participation in airsoft activities, I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the RELEASEES.

I understand and agree that this Waiver and Release of Liability covers each and every SEM AIRSOFT activity and event in which I participate hereafter.

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT

Participant's Name _____

Date of Birth _____ Date Signed _____

Participant's Signature _____

Address _____

City _____ State _____ Zip Code _____

E-mail _____

Phone Number _____ Cell _____

Please list any existing medical conditions you may have:

In case of emergency, contact one of the following people:

Name/Relationship/Phone #

1. _____

2. _____

**FOR PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree not only to his/her release of SEM AIRSOFT and all other RELEASEES but also to release and indemnify the RELEASEES from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

Parent/Guardian's Name (print) _____

Parent/Guardian's Signature _____

Relationship _____ Date Signed _____