

THE AIRSOFT ARENA - WAIVER FORM 2019

THIS IS A RELEASE OF LIABILITY - PLEASE READ BEFORE SIGNING. THIS FORM MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS ALLOWED TO TAKE PART IN ANY AIRSOFT RELATED ACTIVITY AND/OR FOR NON-PARTICIPANTS WISHING TO ENTER INTO AREAS DESIGNATED FOR AIRSOFT USE.

PARTICIPANT'S NAME: _____ **DATE OF BIRTH:** _____
(Please Print)

IN CONSIDERATION of being permitted to participate in any way in the sport and activities of Airsoft OR to enter into an area designated for Airsoft use at The Airsoft Arena. I acknowledge, appreciate and agree that:

1. The risk of injury from the activity and equipment involved in airsoft is significant, including the potential for permanent disability and death, and while particular protective equipment and personal discipline will minimize this risk, the risk of serious injury does exist;
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of those persons released from liability below, and assume full responsibility for my participation;
3. I understand that the activities of airsoft are physically, emotionally and mentally intense. I understand the rules of play and will comply with all rules and regulations. If I observe any unusual or unnecessary hazard during my participation, I will bring such to the attention of the nearest safety official as soon as practical.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS FROM LIABILITY The Airsoft Arena, the owners and lessors of premises used to conduct the airsoft activities, their officers, officials, agents and/or employees ("Release"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss of damage to person or property, WHETHER CAUSED BY NEGLIGENCE OF THE THE AIRSOFT ARENA OR OTHERWISE, except that which is the result of gross negligence and /or wanton misconduct.
5. I understand and agree that this Release of Liability Agreement covers each and every Airsoft activity and event in which I participate hereafter.
6. I acknowledge that during the course of using the overall facility, my photograph or video image may be taken by the The Airsoft Arena or an agent or designee of the The Airsoft Arena. I knowingly understand and give consent to any photograph or video image taken of me participating in any activity within the facility and said photographs or video shall become the property of the The Airsoft Arena or any of its designees. The Participant hereby grants the The Airsoft Arena and/or its agent or designee permission to use any such photographs or video of himself/herself for use in materials promoting the The Airsoft Arena. Such use may include publication in the local newspaper, website, brochures, general advertising and other vehicles that may be distributed to or otherwise seen by large numbers of individuals and potential patrons of the The Airsoft Arena.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

X _____ **Date** _____ **Emergency Contact #** _____
PARTICIPANT'S SIGNATURE

ADDRESS CITY, STATE ZIP

E-MAIL ADDRESS

**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 The Airsoft Arena, but also to release and indemnify the The Airsoft Arena from any and all liabilities to his/her involvement in these programs from myself, my heirs, assigns and next of kin. The Airsoft Arena is a division of 3Amigos Airsoft Inc.

X _____ **Date Signed:** _____ **Emergency #** _____
Parent/Guardian Signature

The Airsoft Arena: Membership Agreement 2019

By signing this form, you agree to establish a Membership at the Airsoft Arena. You also acknowledge the receipt/veiwing of, understanding of and acceptance of "[The Airsoft Arena General Field Rules](#)" and "[The Airsoft Arena Safety Brief Video](#)". This membership includes use of the facilities (for a fee) during all regular posted hours of operation (special events excluded). "Walk On" fees apply but may include bonus and reward programs depending on the amount of paid "Walk On" play utilized by the member or the time frame of "Walk On" play utilized by the member. This is a Free membership that shall Not Expire. It establishes that "The Airsoft Arena" is a Members Only organization with a strict set of governing rules and limited liability for the parent Ownership/Management company. Membership affords no ownership share or voting rights relative to the entity "The Airsoft Arena" a division of 3Amigos Airsoft Inc.

SubSect#1a. By signing this form you also state that you understand and agree to abide by the rules of the field, be they policy, safety or general field play rules. We (management/staff) reserve the right to refuse or cancel any membership for any reason at any time during its tenure including removal from the field of play, removal from the "The Airsoft Arena" in general, suspension of a member or lifetime expulsion from "The Airsoft Arena" membership group.

MEMBERS NOTE: By signing this form you also state that you understand and agree to abide by the play rules of the field First Being – Management & the Field Staff (Referee's) are the FINAL and TOTAL Authority on the field of play, staging area and retail lounge. They singularly hold final authority to exercise the punishments listed in the paragraph above (1a) without appeal or argument.

SubSect#1b: The Member also acknowledges that during the course of using the overall facility, they may take - photograph or video any activity within the facility and said images shall become the property of "The Airsoft Arena" or any of its designees. The Member hereby grants "The Airsoft Arena" or an agent or designee thereof permission to use any such photographs or films without exclusion. Use or public display of any such photography or video By the Member REQUIRES the EXPRESS PERMISSION and REVIEW of said imagery by "The Airsoft Arena" or any of its designees before the Member issues such release. See below for the further definition of "Use". Violation could result in the execution of one of the consequences established in paragraph 1a.

SubSect#2b: The Member also acknowledges that during the course of using the overall facility, my photograph may be taken by "The Airsoft Arena" or an agent or designee thereof. I knowingly understand and give consent to any photograph or filmed image taken of me participating in any activity within the facility and said photographs or film shall become the property of "The Airsoft Arena" or any of its designees. The Member hereby grants "The Airsoft Arena" or an agent or designee thereof permission to use any such photographs or films of himself/herself. Such use may include publication in the local newspaper, website, social media venues, brochures, general advertising and other vehicles that may be distributed to or otherwise seen by large numbers of individuals and potential patrons of "The Airsoft Arena" or any of its affiliated companies or divisions without the requirement of further permissive release given.

SubSect#3b: The Airsoft Arena will keep private and secure all personal and contact information and will not use it for any other purpose than to communicate special promotions and events relative to Airsoft Play and Airsoft Equipment by itself or its assigns IE. The Airsoft Arena or its retail partner The Airsoft Headquarters SuperStore Waukesha.

Member Name: _____ E-Mail _____

Member Signature: _____ Date: _____

Relationship if Parent/Guardian (If applicable)* _____ Date: _____