

AIRSOFT RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION

Herm, Debra, Travis, and Trent Claussen as well as any related business entities, hereinafter called Operator, agrees to allow Participant to use designated facilities of Operator for the purpose of conducting and participating in Airsoft games.

I, the Participant agree and understand that participation in Airsoft Games involves unique risks that are inherent to the game and not necessarily involved in other sports. I specifically acknowledge that Airsoft Games involve an element of military simulation and that much of the equipment used in these games is intended to, as does in fact resemble, traditional firearms. While I understand that Airsoft games are intended as a recreational activity that involves the expulsion of small projectiles from simulated firearms propelled by low pressure gas and/or electronic cocking of drive springs, I acknowledge that real firearms are never to be utilized in the game. I warrant that any equipment that I use during participation in Airsoft Games on the premises of the operator is intended for the recreational purpose and commercially acceptable for the game. I do however acknowledge that the appearance of the Airsoft Equipment poses potential risk as the equipment simulates the appearance of traditional firearms and other military equipment.

I, voluntarily assume all risk (s) of accident (s) or damage (s) to my person or property, which may be incurred from or be connected in any manner with my participation in Airsoft games and any operation or condition of the Operator's premises. I represent that I am at least eighteen (18) years of age, that I am aware of all the risk (s) involved in Airsoft Games, and that there is the possibility of additional risk (s) not found in Paintball or other sporting activities. Nevertheless, I assume any and all risk (s).

I, also, expressly waive all claims for damages and agree that Operator, its affiliates, officers, employees, agents and/or the land owners shall not be liable for any damages or injuries to my person or property, including any accidents, fire, theft, or other damages and/or injuries. I hereby release from any and all liability, Operator, its affiliates, officers, actions, causes of action, for damage (s), loss (es), or injury (s) (of whatsoever kind, nature or description) that may arise out of or that may be sustained in connection with my presence on the Operator's premises. I further agree to indemnify and save harmless Operator, its affiliates, officers, employees, agents, and/or the land owners against, and hold harmless from any and all claims, demands, actions, suits, procedures, costs, liabilities, damages, and/or expenses, including attorneys' fees, expenses and costs of myself and/or third parties in connection with, resulting from or caused by my participation in Airsoft Games.

This release and indemnification shall also be binding upon any relatives, family members, heirs, administrators, executors, and/or assignees. I understand and know fully well the intense physical and mental exertion required to play the Airsoft Games, and I further warrant that I am in good physical health and condition at the time of this contract and that I have no medical problems and/or conditions whether

treated or not treated, known or unknown, that this increase in physical and mental exertion would cause harm to myself or others.

I certify that I have read and fully understand this Agreement and Release, and I understand its contents and intents.

(THIS IS FULLY INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU HAVE ANY DOUBTS CONCERNING ANY ASPECT OF ITS CONTENTS, CONSULT AN ATTORNEY BEFORE SIGNING IT.)

Please PRINT the following LEGIBLY:

NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

INITIALS OF MAKO REPRESENTATIVE \_\_\_\_\_