

# WAIVER AND ASSUMPTION OF RISK

The undersigned, \_\_\_\_\_ (First Party/Customer), voluntarily makes and grants this Waiver and Assumption of Risk in favor of DesertFox Airsoft LLC (Second Party) as partial consideration (in addition to monies paid to Second Party for the opportunity to use the facilities, equipment, materials and/or other assets of Second Party; and/or to receive assistance, training, guidance, tutelage and/or instruction from the personnel of Second Party; and/or to engage in the activities, events, sports, festivities and/or gatherings sponsored by Second Party; I do hereby waive and release any and all claims whether in contract or of personal injury, bodily injury, property damage, damages, losses and/or death that may arise from my aforementioned use or receipt, as I understand and recognize that there are certain risks, dangers and perils connected with such use and/or receipt, which I hereby acknowledge have been fully explained to me and which I fully understand, and which I nevertheless accept, assume and undertake after inquiry and investigation of extent, duration, and completeness wholly satisfactory and acceptable to me. I further agree to use my best judgment in undertaking these activities, use and/or receipt and to faithfully adhere to all safety instructions and recommendations, whether oral or written. I hereby certify that I am a competent adult assuming these risks of my own free will, being under no compulsion or duress. This Waiver and Assumption of Risk is effective from January 1st, 2010, to January 1st, 2011, inclusive, and may not be revoked, altered, amended, rescinded or voided without the express prior written consent of the Second Party.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
First Party/Customer's Signature

\_\_\_\_\_  
Age

\_\_\_\_\_  
Parent or Guardian's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency contact Name

\_\_\_\_\_  
Emergency contact phone