

Youth Recreational Activity Release of Liability, Waiver of Claims, Express Assumption Of Risk and Indemnity Agreement

Name of Parent or Guardian _____ Phone _____

Emergency Contact _____ Phone _____

| NAME | AGE | NAME | AGE |
|------|-----|------|-----|
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1. The undersigned legal guardian of the participant(s) listed above (hereinafter referred to as "The Participant") understands and acknowledges that the activities the use of equipment and facilities provided by Modern Airsoft Indoor Park, Yerka Inc. and Vs-Max LLC, at 3833 Plaza Dr. Oceanside, CA 92056 and participation in recreation programs (sporting events, airsoft tournaments, and any other programs and services sponsored by Modern Airsoft Indoor Park, Yerka Inc. and Vs-Max LLC) and related travel (hereinafter referred to as "The Activity") involve risks such as but not limited to risk of physical or psychological injury (including paralysis and death), illness, property damage or economic or emotional loss which might result from the activity itself, the acts of others or the unavailability of emergency care.

2. In consideration for The Participant being allowed to participate in The Activity and/or use of the Premises or Facility, on behalf of myself and my next of kin, heirs and representatives, I release from all liability and promise not to sue Modern Airsoft Indoor Park, Yerka Inc. and Vs-Max LLC and their employees, officers, directors, volunteers and agents (collectively "Released Parties") from any and all claims, including claims of the Released Parties negligence resulting in any physical or psychological injury (including paralysis and death), illness, property damage or economic or emotional loss The Participant may suffer because of participation in The Activity.

3. The undersigned acknowledges that The Participant has the requisite skills, qualifications, physical ability and training necessary to properly and safely use the equipment and facilities and to participate in the activity itself. The undersigned agrees that if they have any questions as to what skills, qualifications or training is necessary to properly use the equipment, facility, or participate in the activity itself, then, they shall direct such questions to the appropriate Staff Member on site.

4. The undersigned acknowledges reading and knowing all of the policies and procedures relating to the activities, facilities and/or equipment and understands that the safe and proper use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures.

5. I agree to hold the Released Parties harmless from any and all claims, including attorney's fees or damage to personal property that may occur as a result of participation in The Activity, including travel to, from and during The Activity. If the Participant needs medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that the Participant should carry their own health insurance.

6. I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

7. The undersigned agrees to pay for any and all damages to any property of the Released Parties caused by the Participant whether negligently, willfully, or otherwise.

8. **EMERGENCY TREATMENT CONSENT:** The undersigned hereby gives consent to medical treatment of the Participant in the event of an emergency.

9. **IMAGE RELEASE:** I give my consent for the Participant to be included in photographs, videos, slides, and movies taken in the facilities by employees, staff, TV, Radio and/or other news media. I understand that pictures become property of Modern Airsoft Indoor Park, Yerka Inc. and Vs-Max LLC, and might appear in promotional materials, publications, and social media.

APPROVAL OF LEGAL GUARDIAN OF PARTICIPANT (FOR PARTICIPANT IS UNDER 18 YEARS OF AGE): I am the legal guardian of The Participant on this form. I have read and understand the agreement and I realize the agreement involves surrendering valuable legal rights. Nonetheless I agree to be bound by the terms of the agreement. I also give consent to the participation in The Activity by The Participant.

Date: _____ Name: _____

Signature: _____
(Parent or Guardian)