



## CLARINGTON WOODS

### WAIVER AND RELEASE OF LIABILITY FORM

(ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT)

*By signing this document you will waive certain legal rights, including the right to sue*

To: Clarington Woods Airsoft, its Officers, Servants, and Employees (hereinafter called the "Sponsors")

#### ASSUMPTION OF RISK

- 1) I, the undersigned, wish to play *Airsoft*. I recognize and understand that playing *Airsoft* (hereinafter called the 'Game') involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the Game and injuries resulting from tripping or falling over obstacles in the Game playing field. In addition, I recognize that the exertion of playing the Game could result in injury or death.
- 2) Despite these and other risks, and fully understanding such risks, I wish to play the Game and hereby assume the risks of playing the Game. I also hereby hold harmless the 'Sponsors' and indemnify them against any or all claims, actions, suits, procedures, costs, expenses (including legal fees and expenses), damages and liabilities arising out of, connected with, or resulting from my playing the Game, including, without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of any and all equipment used in the Game. I hereby release the Sponsors from any and all such liability, and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns. I hereby certify to the Sponsors that I am in good health and do not suffer from a heart condition or any other ailment which could be exacerbated by the exertion involved in playing the Game. I further certify that I am 18 years of age or older, 14-17 years of age with parents permission or 12 -13 years of age with accompanying parent.

#### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of participating in the Game, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have, or may have in the future against Clarington Woods Airsoft, their directors, officers, employees, agents and representatives, Whurner Investments Inc. and its Directors the property owners (all of whom are hereinafter collectively referred to as 'the Releasees')
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer or that my child under the age of 18 may suffer, or that my next of kin may suffer as a result of my participation in the Game due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES.
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of, or personal injury to my child under the age of 18, any third party, resulting from my participation in the Game.

4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.
  
5. Model Release Form I hereby give Clarington Woods Airsoft permission to use my picture, (if any are taken). I waive any rights to the photographs and the use and reproduction of them, for any purpose, whatsoever, without any compensation. All images shall be considered the sole property of Clarington Woods Airsoft.

PLEASE READ CAREFULLY

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_ 2015

FOR THE PERIOD JAN 1, 2015 TO DECEMBER 31, 2015 INCLUSIVE

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Players Name (Please Print Clearly) Signature of Player

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City Postal Code

I am signing this document on behalf of my sponsored child who is under the age of 18. I warrant that I have authority to sign on his/her behalf, I am responsible for his welfare and that I am personally assuming all risk on his/her behalf.

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Signature of Witness 18 years old and older Signature of Parent/Guardian if Participant is less than 18 years old

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Witness Name (Please Print Clearly) Parent/Guardian of Participant (Please Print Clearly)