

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

Modern Airsoft Indoor Park, Yerka Inc. and Vs-Max LLC, at 3833 Plaza Dr. Oceanside, CA 92056

Express Assumption of Risk Associated with Recreational Activities.

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as Airsoft, including the rental of equipment and transportation associated therewith of which I am about to engage in. Inherent hazards and risks include but are not limited to:

- 1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
- 2. Possible equipment failure and/or malfunction of my own or other's equipment.
- 3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, encountering objects either natural or man-made, exposure to animals with the attendant risks of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death.
- 4. My own negligence and/or the negligence of others.
- 5. Accidents or illness occurring in remote places where there are no available medical failures.
- 6. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the activities described above, I hereby agree, acknowledge and appreciate that:

- 1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releases -Yerka Inc., VS-MAX LLC, Modern Airsoft Indoor Park, Tournament Park at 3833 Plaza Dr. Oceanside, CA 92056.
- 2. To release their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releases or otherwise. By executing this document, I agree to hold the releases harmless and indemnify the releases in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
- 3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releases, other than what is set forth in this Agreement.
- 4. I am responsible for cleaning and maintaining my area of all trash and paintballs during my entire time on-site.
- 5. I understand my information may be added to the mail and email list of the releases.
- 6. I authorize Yerka Inc. to use, reproduce and/or publish photographs and/or video that may pertain to me – including my image, likeness and/or voice. This authorization is continuous and may only be withdrawn by my specific rescission.

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

Date: _____ Name: _____

Signature: _____