

# Bigfoot Games Airsoft Waiver 2015

---

## **THIS IS A LEGAL DOCUMENT PRINT CLEARLY AND READ CAREFULLY**

### **Acknowledgement & Release**

I, the undersigned, want to play airsoft and sign this document in that regard. I understand that I am permitted to use the airsoft facilities located at 13066 Burns Road, Mission, British Columbia ("Bigfoot Games") only under the proper execution of this document and the posted rules, and that this document is a material part of the consideration and agreement between myself and Larry Wayne Wolfe and Debra Lee Wolfe (collectively the "Owners") the property owners of Bigfoot Games. I fully acknowledge that the Owners, operators, and staff at Bigfoot Games have employed diligent efforts and care in providing the facilities, premises, and equipment in a safe manner, and in formulating, explaining, and enforcing adequate safety regulations. I have read or have had the Bigfoot Games facility safety rules explained to me and I fully understand these rules and agree to abide by them, including the complete use of all airsoft safety equipment so as not to injure myself or other participants. I further understand that despite all foregoing efforts there are nevertheless inherent risks to my person in participating in airsoft activities, and that among these risks are possible trips, falls, collisions with other people, collisions with objects, bruises, cuts, scrapes, equipment failure, contact with insects or plants to which I may have an allergic or adverse reaction, physical damage to sensitive regions of my person from the impact of airsoft projectiles, emotional trauma, psychological trauma, and other risks inherent to the sport of airsoft. I fully understand that playing airsoft can be mentally, physically, and/or emotionally challenging and that the possibility exists of injury to myself and others, and confirm that I am fully aware of these risks and agree to participate in airsoft activities at Bigfoot Games with full understanding of these risks. I further deem myself physically and mentally able to participate in airsoft activities at Bigfoot Games, and verify that I am in good health and do not suffer from a heart condition or other ailment that could be exacerbated by the exertion involved in airsoft activities. I hereby agree that if I or my property are injured or damaged while on the premises of Bigfoot Games or while using equipment supplied by the Owners I remit, release, and forever discharge, without limitations, the Owners, as well as all other players participating in airsoft activities at the Bigfoot Games premises, indemnifying them against any and all claims, actions, suits, complaints, procedures, costs, expenses (including legal fees on a solicitor-client basis and expenses), damages and liabilities arising out of, connected with, or resulting from my participation in airsoft at Bigfoot Games.

I certify that I am not under the influence of alcohol or drugs at the time of executing this document. I further agree that I will not engage in airsoft activities at Bigfoot Games while under the influence of alcohol or drugs.

**I fully understand that there are risks and dangers associated with participating in airsoft activities at Bigfoot Games and accept same entirely at my own risk.**

(        ) **Initials**

I further consent to the Owners using any media including but not limited to pictures and videos for promotional purposes. All media taken is property of the Owners. This media may be used and distributed online. By writing my email address on this document, I hereby consent to future electronic mailings by Owners for promotional use.

I agree that the Owners are not responsible for any equipment brought to the field, including loss, theft, damage, or malfunction.

I hereby release the Owners from any claims and liabilities whatsoever including but not limited to negligence, breach of contract, or breach of any statutory duty or care, and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns. I certify to the Owners that I am at least 19 years of age, or that if I am under 19 years of age I have discussed the terms and conditions of this document with my parents, and that my parents, after reading this document, consent to me signing the same and that my parents have signed it for me or have released it to another adult to

sign, and further, that I have been authorized by my parents to agree to the specific terms and conditions contained herein. I have read and fully understand the terms of this agreement. This is fully intended to be a legally binding contract for life. If I have any doubts concerning the contents of this document I will consult legal counsel before signing it.

I agree that by signing this agreement, I consent to the agreement being in full force and effect and continuing during the entire calendar year of 2015 without the necessity of me, or my guardian if I am a minor, executing a new release each and every time I participate in airsoft activities at Bigfoot Games during the calendar year of 2015.

### **Safety Rules & Regulations**

1. The Owners maintain the right to refuse participation to any persons considered a possible safety risk to themselves or others, or for any other reason deemed applicable by staff.
2. No alcoholic beverages are permitted before or during the activity of airsoft. Drunk and/or abusive behaviour will not be tolerated and are grounds for immediate removal.
3. Players renting equipment assume full financial responsibility for its loss, theft, and/or damage to its new retail value.
4. Goggles must be worn OVER EYES at all times while on playing fields.
5. All airsoft guns must be in the safe position with all magazines removed from the gun at all times while not on playing fields.
6. The Owners maintain the right to retain all payments, fees, and dues under any circumstances including weather and/or expulsion.
7. Payments must be made in full BEFORE play commences. All fees are non-refundable.
8. For any disputes, the Owners or their designates will address the issue and make a decision. This is to be accepted unequivocally.

**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 OWNERS.**

Name of Participant (Print): \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Name of Parent or Guardian (Print): \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Address of Participant: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Emergency Contact:            Name: \_\_\_\_\_            Phone: \_\_\_\_\_

**CALLSIGN:** \_\_\_\_\_

## **PARENTAL CONSENT AND INDEMNIFICATION AGREEMENT**

I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in airsoft activities at Bigfoot Airsoft. I hereby release, discharge, covenant not to sue and **AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** each of the Owners from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Owners or otherwise and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Owners as a result of participation in activities at Bigfoot Airsoft, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS** each of the Owners from any litigation expenses, solicitor-client costs, loss, liability, damage, or cost any Owner may incur as the result of any such claim.

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date