



^^^ LAST NAME, FIRST NAME ^^

MilSim City Airsoft and The FARM Training Center

PARTICIPANT AGREEMENT, RELEASE AND FULL ASSUMPTION OF RISK

Please read each paragraph carefully. Your initials indicate you understand and agree to all of the information and terms contained therein.

In consideration of the services of MilSim City Airsoft, The FARM Training Center, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, which shall expressly include FARM Facilities, Inc. (Hereinafter collectively referred to as "MSC and The FARM"), I hereby agree to release, indemnify, and discharge MSC and The FARM, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

____1. I acknowledge that my participation in gymnastic activities, and other fitness or amusement activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: slips and falls; falling from equipment; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; strains, cuts, bruises, muscle soreness and fractures; musculoskeletal injuries including head, neck and back; injuries to internal organs; the negligence of other people; my own physical condition, and the physical exertion associated with this activity. Furthermore, MSC and The FARM employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

____2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

____3. I understand that outside of the designated airsoft areas of the MilSim City Airsoft area, other patrons of The FARM Training center may be using live ammunition and that any deviation from the provided rules or boundaries could result in death or severe injury.

____5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MSC and The FARM from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of MSC and The FARM's equipment or facilities, including any such claims which allege negligent acts or omissions of MSC and The FARM.

____6. I VOLUNTARILY RELEASE, DISCHARGE, WAIVE, AND RELINQUISH ANY AND ALL LAWSUITS, ACTIONS, CLAIMS, OR CAUSES OF ACTION for injuries, death or damages to MY property whether arising as a result of participating in any activities at MSC or the FARM.

*******CONTINUED ON REVERSE SIDE*******

*******CONTINUED FROM FRONT*******

___7. Should MSC and The FARM, or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees.

___8. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

___9. I agree that all minors under the age of 18 that visit or utilize MSC and The FARM must be accompanied by their parent or legal guardian, who must provide express authorization on behalf of such minors. I represent that I am the parent or legal guardian of any minor accompanying me and I provide my express authorization for such minor’s attendance and participation. I understand that all of the provisions of this Liability Release and Express Assumption of Risk Agreement are fully applicable to all such minors that accompany me and I provide my full waiver and release of all liability with respect to such minor.

___10. I understand that the Range will in no way be responsible for any harm, injury, or damage that occurs to any minor under my care and that I am fully responsible for ensuring any such accompanying minor’s safety in all respects. On behalf of any minor accompanying me, I fully release MSC and The FARM and waive all legal claims with respect to such minor that may otherwise arise from or result from my bringing such minor to the facility, which shall include every waiver and release set forth in this agreement with respect to myself and is made applicable to such minor to the furthest extent of the law.

___10. I hereby agree that if I choose to breach this agreement by bringing a lawsuit against MSC and/or The FARM, I agree to do so solely in the state of Utah, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against MSC and The FARM on the basis of any claim from which I have released them herein. I have read and understand the rules of MilSim City Airsoft and The FARM Training Center (either viewed on the website or at the facility). I have had sufficient opportunity to read this entire document. I have read and understood it and I agree to be bound by its terms.

YOU ARE KNOWINGLY AND VOLUNTARILY GIVING UP ALL RIGHTS TO SUE THE RELEASED PARTIES SET FORTH ABOVE FOR STRICT PRODUCT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL CLAIM SHOULD YOU BE INJURED OR KILLED AS A RESULT OF PARTICIPATING IN THE AIRSOFT OR FIREARMS RELATED ACTIVITIES.

SIGNATURE

Participant or guardian: _____ **DATE:** _____

Full Participant Legal Name: _____

Full Legal Name of Parent or Guardian (persons under 18): _____

Address: _____

Phone Number: _____

Emergency Contact: _____

Emergency Contact’s Phone Number: _____