

Assumption of Risk and Waiver of Liability

Shenandoah Valley Airsoft

1. I, the undersigned, am participating in airsoft activities which are being made available to me by Shenandoah Valley Airsoft. I fully understand and acknowledge that (a) airsoft has inherent risks, dangers, and hazards, including, but not limited to, the recklessness and negligence of other airsoft participants, and (b) my participation in airsoft activities may result in property damage or injury, including injuries that could cause serious disability or death. I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, which may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity.
1. In consideration for being permitted to participate in Shenandoah Valley Airsoft activities and events, I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS AND INDEMNIFY Shenandoah Valley Airsoft, its officers, agents, representatives, employees, volunteers, land owners, and land leasees (hereinafter referred to as the "RELEASEES") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any personal injury, including serious disability and death, that may be sustained by me while participating in such activities, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.
1. I further HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS AND INDEMNIFY the RELEASEES from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss or damage to my property and the property of others that may result from my participation in airsoft activities, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.
1. I further agree to INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees, that the RELEASEES may incur due to my participation in the airsoft activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

1. I further agree that if, despite the terms of this Assumption of Risk and Waiver of Liability, I or anyone on my behalf makes a claim against any of the Releasees arising from or in any way related to my participation in the airsoft activities, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the RELEASEES from and against any litigation expenses, attorney fees, loss liability, cost or damage that they may incur as a result of any such claim.
1. It is my express intent that this ASSUMPTION OF RISK AND WAIVER OF LIABILITY shall bind the members of my family and spouse, my heirs, assigns and personal representatives. I hereby further agree that any mediation, suit, or other proceeding arising out of or related to my participation in the airsoft activities must be filed or entered into only in the federal or state courts of Virginia.
1. If the undersigned participant is a minor or otherwise under a legal disability, this ASSUMPTION OF RISK AND WAIVER OF LIABILITY shall be signed by the participant's parent or legal guardian. By signing below, such parent or legal guardian agrees: (i) to the waivers contained in this Assumption of Risk and Waiver of Liability; (ii) to assume, on behalf of the parent, guardian, and participant, the risks set forth in the preceding paragraphs, in addition to all other risks of participating in airsoft activities; and (iii) to indemnify and hold harmless the RELEASEES as provided herein.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Assumption of Risk and Wavier of Liability, fully understand its terms. I UNDERSTAND THAT I WILL BE GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND AM SIGNING IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF THE RELEASEES FROM ALL LIABILITY RELATED TO MY PARTICIPATION IN THE AIRSOFT ACTIVITIES TO THE GREATEST EXTENT ALLOWED BY LAW. No oral representations, statements, or inducements, apart from the foregoing written agreement, have been made. I am at least eighteen (18) years of age and fully competent.

I ALSO AGREE THAT IF ANY PORTION OF THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Agreed and accepted by:

Print Name _____

Address _____

City, State, Zip _____

Phone _____

Signature: _____

Date: _____

IF PARTICIPANT IS UNDER AGE 18:

Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____

Date: _____