

**MOONDOG INDUSTRIES LLC., EVIKE.COM INC. AND NYCAIRSOFT CLUB
ACKNOWLEDGEMENT OF RISK AND RELEASE AGREEMENT (“Agreement”)**

I or the Parent/Guardian executing this Agreement, hereby acknowledge that I or the Parent/Guardian executing this Agreement have voluntarily applied to participate and to engage in or to observe shooting and other activities during Operation Bad Blood (“Game”) at Paintball Sports Inc.’s field located at 230 Camp Sunset Rd., Plattekill, NY (“Field”).

I or the Parent/Guardian executing this Agreement acknowledge and agree that sponsors Moondog Industries LLC., Evike.com Inc. and NYCAirsoft Club (collectively “Releasees”) are guests and attendees of Game and are not and cannot be responsible for any injuries or damages occurring related to Game or arising from sponsorship.

I or the Parent/Guardian executing this Agreement acknowledge and agree that shooting activities are inherently hazardous and involve both known and unanticipated risks which could result in serious physical and emotional injuries including death, paralysis, partial or total loss of eyesight or hearing as well as damage or destruction to property. These risks include, but are not limited to: being shot by myself or others; falling or tripping; inhaling or other harmful contact with contaminants; and being struck by flying or falling objects.

I or the Parent/Guardian executing this Agreement further acknowledge and agree that the nature and condition of the Field facilities, premises, and environment is such that both known and unanticipated hazards exist which create or contribute to both known and unanticipated risks inherent in entering onto the Field, in using Field facilities, premises, and environment, and in engaging in or observing any activities at the Field. The hazards include, but are not limited to: loose or flying BBs; slippery, loose or falling soil and rocks; unimproved, unmaintained, or uneven terrain, walkways, steps and roads; poisonous or dangerous plants, reptiles, insects and other animals; and falling trees and tree branches.

I or the Parent/Guardian executing this Agreement further acknowledge and understand that Releasees make no warranty as to the design, maintenance, or condition for any purpose of any Field facilities or equipment.

I or the Parent/Guardian executing this Agreement agree that I, my next of kin, heirs, guardians, representatives and assigns hereby release and forever discharge and agree not to sue Releasees, their officers, directors, attorneys, agents, employees, contractors, volunteers, guests and affiliated individuals or organizations from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind related to my or my guests’ attendance of Game or engaging in or observing shooting and other activities during Game even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability result partially or wholly from any act or acts, even any negligent act or omission to act, including negligent or omitted first-aid or rescue operations or procedures, by Releasees.

I or the Parent/Guardian executing this Agreement have carefully read this Agreement and fully know its contents. I acknowledge that no other inducement, assurance or guarantee has been made to me in consideration of my signing this Agreement, which I or the Parent/Guardian executing this Agreement sign voluntarily and of my own free will.

Signature: _____

Date: _____

Print Name: _____

Date of Birth: _____

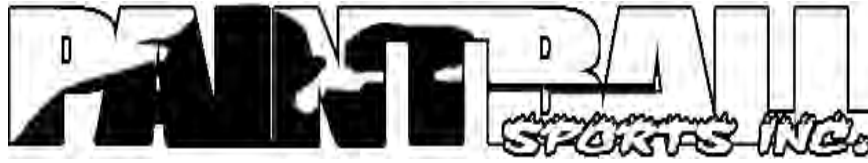
Address: _____

Signature of Parent or Legal Guardian of Minor: _____

Date: _____

Print Name: _____

Telephone: _____



Safety Waiver and Release Form Please Read

Name:

Street:

City: **State:**

Zip Code: **Phone:** () -

Email: **Age:**

Play Date: / / **Group:**

Need Rental Gear?

Yes or No

Rental Info

Paintball Sports, Inc and all related individuals and business entities (collectively the "Operator"), subject to the terms and conditions in this waiver and agreement, agree to permit the undersigned(the "Participant") to use designated facilities of the Operator for the purpose of participating in paintball games and related activities. In consideration and as a condition of the Operator agreeing to permit the Participant to use designated facilities of the Operator for the purpose of participating in paintball games and related activities, the Participant agrees as follows:

I fully understand and acknowledge that (i) risks and dangers exist in my use of paintball equipment and my participation in paintball games and related activities, (ii) my participation in such games and activities and the use of such equipment may result in illness, disease strains, heat stroke, heart attack, bodily injury, including without limitation, fractures, partial or total paralysis, eye injury or blindness, death or other ailments that could cause serious disability,(iii) these risks and dangers may be caused by my participation in these games and related activities or use of paintball equipment, by the negligence of the owners, employees, agents, officers or representatives of the Operator, by the negligence of other participants in the paintball games or related activities or unforeseen causes, including, without limitation, acts of God. I hereby assume all risks and dangers and all responsibility for any losses and/or damages.

I, on behalf of myself, my personal representatives and assigns and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the owners, agents, officers and employees of the Operator from any and all claims, actions, losses, expenses, proceedings, and damages relating to or arising out of any illness, disease strains, heat stroke, heart attack, bodily injury, including without limitation , fractures, partial or total paralysis, eye injury or blindness, death or other ailments that could cause serious disability incurred by my participation in paintball games or related activities or my use of paintball equipment. I specifically understand that I am forever releasing, discharging and waiving any claims or actions that I may have presently or in the future with respect to the foregoing.

Player Signature: _____ **Parent Signature(Under 18):** _____

Emergency Contact Name:

Emergency Contact Phone Number: