

**ENDLESS MOUNTAIN RECREATION, Inc. = EMR Phone: (570) 465-9622
PAINTBALL / AIRSOFT / FOAM FIGHTING / LARP, ETC. WAIVER AND RELEASE OF LIABILITY**

In consideration of **EMR** furnishing services and/or equipment to enable me to participate in Paintball Games, Airsoft Games, Foam Fighting, LARP, Nerf, Archery Tag, Music Events, or any other Activity at **EMR** and allowing me the use of part or all of the entire 122 acre **EMR** facility including but not limited to the Camping Area, Bunkhouses, Recreation Center, Recreation Area, Picnic Pavilion, Parking Areas, Ponds, Firepits, Bon Fire Area, Roads, Event Playing Fields, Structures, etc., I agree as follows:

I fully understand and acknowledge that: (a) risks and dangers exist in my use of the Associated Equipment and/or participation in Paintball, Airsoft, Foam Fighting, LARP, Nerf, Archery Tag, Music Events, and any other Activities I Participate in at **EMR**; (b) my participation in such activities and / or use of such equipment may result in my injury or illness including but not limited to bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of **EMR**, the negligence of the participants, the negligence of others, accidents, breeches of contract, the forces of nature, or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and / or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of **EMR**, or by any other person.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **EMR** and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services, abuse, or otherwise which may arise from my activity at the **EMR** facility whether caused or contributed to, in whole or in part, by the negligence of **EMR**, its agents, employees, officers or representatives. I specifically understand that I am releasing, discharging and waiving any claim or cause of action that I may have presently or in the future against **EMR**, its agents, employees, officers or representatives arising from my activity or treatment at the **EMR** facility located at 577 Wolf's Lair Road, New Milford, PA 18834.

I agree that I will read the Rules & Listen to a Safety Briefing before Participating in Paintball, Airsoft, Foam Fighting, LARP, Nerf, Archery Tag, Music Events, or any other Activity at **EMR** that will be given by a Representative or Employee of **EMR** covering the **EMR** Safety Rules Concerning that Activity & fully understand that by signing below, I agree to abide strictly by these rules.

I will never cause physical contact with any other person on or off of the playing field while on **EMR** premises except within the boundaries of the Safety Rules concerning that Activity. I also agree not to be under the influence of alcohol or under the influence of any drugs that can affect my judgment, perception, or physical movement while Participating in any of the Mentioned Activities at **EMR**. If Playing Paintball or Airsoft, I will never point a Paintball or Airsoft Marker at any other person except while playing Paintball or Airsoft and only if they have a Mask/Goggle system on. I agree to keep a barrel cover on my Paintball and / or Airsoft marker at all times except while shooting Paintballs or Airsoft BBs on a **EMR** designated shooting range or while playing Paintball and / or Airsoft under the supervision of **EMR** trained referees. I also agree to correctly wear my Mask/Goggles at all times while on the playing field or designated shooting range. I will remove them only while in an **EMR** designated safety area or when instructed by an **EMR** trained referee that it is safe to remove them. I will not partially lift my goggles or pull them away from my face at any time except while in an **EMR** designated safety area or when instructed by an **EMR** trained referee that it is safe to do so. I understand the safety rules of handling a Paintball or Airsoft marker and accept that responsibility to insure the safety of fellow players and myself.

PHOTOS/VIDEOS: I understand that **EMR** may take photos or videos of my actions while at **EMR** and agree that all photos or other images obtained in any manner by **EMR** or its agents, employees, or associates are the property of **EMR** and can be used for any commercial or business purposes. By signing below, I hereby waive any right to said photos and images and agree to release, remise, and forever discharge **EMR** and its agents, employees, officers, directors, shareholders or representatives from any and all demands, causes of action, suits, damages, costs, and any other claims that may arise regarding said images or their use.

I also agree that in addition Moondog Industries (D.B.A. "NYC AIRSOFT"), volunteers and sponsors including: Evike.com Inc., AIM Sports, Elite Force, G&P, King Arms, WE USA, G&G, Polar Star, KWA, Matrix, CAA, AIM TOP, Eagle Peace, Echo1, Condor, Phantom Gear, ZShot, APS, Mission First Tactical, Salient Arms Int., Valken, NcStar, Marui, Angel Custom, Palco Sports, and Propper (hereafter collectively referred to as "RELEASEES") are guests of **EMR** and attendees of airsoft games. The RELEASEES are not and cannot be held responsible for any injuries or damages occurring related to or arising from sponsorship, participation or promotion of airsoft games. 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 airsoft games and related activities, the Participant agrees as follows:

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE EMR AND ALL OTHER NAMED ENTITIES & RELEASEES FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

FORM MUST BE COMPLETELY FILLED OUT TO PARTICIPATE!

_____ / / _____ / /
Print Full Name **Age** **Date of Birth** **Phone** **Date**

_____, _____, _____, _____
SIGNATURE **Street Address** **City** **State** **Zip Code**

E-MAIL ADDRESS _____ **For Future Information on EMR and Events**

The undersigned parent or guardian has read the above Waiver, agrees to its terms in its entirety for the above named minor and hereby give permission for the above named minor to participate in Paintball, Airsoft Games, Foam Fighting, LARP, Nerf, Archery Tag, Music Events, and any other activities at **ENDLESS MOUNTAIN RECREATION, INC.=EMR** and hereby gives **EMR** permission to authorize medical treatment as may be deemed necessary for the child named above while participating or being involved in any of these Activities at **EMR**. If contact information is different for Parent/Guardian, please add information on back of form.

Signature of PARENT/GUARDIAN **Medical Insurance Policy Number** **Insurance Company**
(MUST be FILLED OUT and SIGNED by PARENT or GUARDIAN if PLAYER is UNDER 18 YEARS OLD)