

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT**

In consideration of participating in the sport of airsoft and use of airsoft equipment by ROUNDHOUSE PRODUCTIONS LLC. I represent that I understand the nature of this Activity, and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity. I acknowledge that I have read “**Roundhouse Production Rules and Regulations (5/10/07)**” attached hereto and agree to abide by each and every rule and regulation therein.

I fully understand that this Activity and use of airsoft equipment involves risks of serious bodily injury, including, but not necessarily limited to, permanent disability, fracture, eye injury including blindness, heart attack, paralysis, and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the releasees named below; and that there may be other risks either not known or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for physical injury or death, losses, costs, and damages I incur as a result of my participation in the Activity. I hereby consent and give permission for ROUNDHOUSE PRODUCTIONS to authorize emergency medical treatment it deems necessary in case of an accident while participating in a ROUNDHOUSE PRODUCTIONS event on property owned by the CITY OF MARINA. I agree I am financially responsible for such treatment. Any known allergies and medical conditions shall be listed below my signature.

I, on behalf of myself, my personal representatives, assigns, next-of-kin and heirs, hereby voluntarily release, discharge, and covenant not to sue ROUNDHOUSE PRODUCTIONS LLC, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and THE CITY OF MARINA AND THE MARINA REDEVELOPMENT AGENCY, their respective councils, boards, commissions, officers, employees, agents and volunteers, owners and licensors of premises on which the Activity takes place, (each considered one of the RELEASEES herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations and further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the RELEASEES, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damages, or cost, which any may incur as the result of such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed name of participant

Date: _____

Signature of participant

LIST OF KNOWN ALLERGIES AND MEDICAL CONDITIONS:

Signature of Witness for Roundhouse Productions LLC

PARENTAL CONSENT – MINOR PARTICIPANT

[NOTE ALL PLAYERS MUST BE AT LEAST 18-YEARS OF AGE UNLESS parental/legal guardian consent signature is present.]

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the Minors experience and capabilities and believe the Minor to be qualified to observe, participate and be on the premises during such activity. I hereby Release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the Minors account caused or alleged to have been caused in whole or in party by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the Minor, or anyone on the Minors behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Release may incur as the result of any such claim.

Printed name of Parent or Legal Guardian

Date: _____

Signature of Parent or Legal Guardian