



PAINTBALL/AIRSOFT WAIVER AND RELEASE OF LIABILITY

Player's Full Name: _____ Age: _____ Date of Birth: _____ Phone: _____

Address: _____ Email: _____

IN CONSIDERATION OF Liberty Communications, LLC (d/b/a XMC Tactical hereafter referred to as XMCT) furnishing services and/or equipment to enable me to participate in Paintball Games and/or Airsoft Games and allowing me the use of part or all of the entire 76 acre Camp Liberty, I agree as follows:

I FULLY UNDERSTAND and acknowledge that: (a) risks and dangers exist in my use of Paintball/Airsoft and/or other equipment and my participation in Paintball/Airsoft activities or any other activities at XMCT; (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 XMCT, 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 XMCT, 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 XMCT and its owners, agents, officers, contractors and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise from my activity at Camp Liberty whether caused or contributed to, in whole or in part, by the negligence of XMCT, its agents, employees, officers or representatives. I understand that I am releasing, discharging and waiving any claim or cause of action that I may have presently or in the future against XMCT, its agents, employees, officers or representatives arising from my activity on Camp Liberty.

SAFETY PLEDGE: I agree that I will participate in a safety brief before playing Paintball/Airsoft that will be given by XMCT personnel covering the XMCT safety rules and fully understand that by signing below, I agree to abide strictly by these rules. I agree to keep a barrel cover on my Paintball Marker/Airsoft Gun at all times except while shooting Paintballs or BBs on a XMCT designated range or while playing Paintball/Airsoft under the supervision of XMCT trained personnel. I also agree to correctly wear my goggles at all times while on the playing field or designated range. I will remove them only while in an XMCT designated safety area or when instructed by XMCT personnel 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 XMCT designated safety area or when instructed by XMCT personnel that it is safe to do so. I will never point a Paintball Marker/Airsoft Gun at any other person except while playing Paintball/Airsoft and only if they have a mask/goggle system on. I understand the safety rules of handling a Paintball Marker/Airsoft Gun and accept that responsibility to insure the safety of fellow players and myself. I will never cause physical contact with any other person on or off the playing field while on Camp Liberty. I also agree not to be under the influence of alcohol or any drugs that can affect my judgment, perception, or physical movement while playing Paintball at XMCT.

PHOTOS/VIDEOS: I understand that XMCT may take photos or videos of my actions while on Camp Liberty and agree that all photos or other images obtained in any manner by XMCT or its agents, employees, contractors or associates are the property of XMCT 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 XMCT 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.

PLAYERS UNDER 18 YEARS OF AGE: 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 and other activities at Camp Liberty, and hereby gives XMCT permission to authorize medical treatment as may be deemed necessary for the child named above while playing Paintball/Airsoft Games, or while involved in any other activities at Camp Liberty.

I HAVE READ THE ABOVE WAIVER AND RELEASE. BY SIGNING IT I AGREE TO EXEMPT AND RELIEVE XMCT FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

CHECK ONE: Adult age 18, signing as player. Parent/Guardian signing for player under age 18..

Signature: _____ Date: _____