

Battlefield LIVE Bakersfield Waiver

Please read carefully: this is a legal document.

Battlefield LIVE Bakersfield Liability Release Waiver Agreement

Between: X. I. R. Gaming LLC, dba as Battlefield LIVE Bakersfield (hereinafter referred to as "Operator") And:

(please print)

Player's Name: _____ Age: _____

Mailing Address: _____

City: _____ Province/State: _____

Postal Code: _____

Phone #: (____) ____ - _____ Date of Birth: ____/____/____

e-mail: _____ Date _____

IN RETURN FOR THE USE OF THE FACILITIES AND/OR ANY OTHER CONSIDERATIONS, I STATE AND AGREE THAT:

I am aware that I am participating in an activity (hereinafter referred to as "Laser Skirmish") which is physically and mentally strenuous, involving possible risk of injury from tripping or falling on the playing field and its environs. I certify to the Operator that I am in good health and do not suffer from a heart condition or any other ailment, which could be exacerbated by exertion involved in playing Laser Skirmish. Despite these and other risks, and fully understanding those risks, I warrant to the Operator that I wish to play Laser Skirmish and assume total responsibility for any risk or injury while participating in the game.

I undertake to play Laser Skirmish only in accordance with the safety instructions, rules and guidelines which the Operator lays out and which I hereby acknowledge as having read and understood.

I am aware that the Operator does not warrant the condition or safety of equipment, facilities or premises, natural and constructed, or the availability of emergency medical care, connected with Laser Skirmish.

I hereby for myself, heirs, executive administrators, successors and assignees, RELEASE, REMISE and FOREVER DISCHARGE from any claims and liabilities whatsoever that I might have against the Operator, staff and the owners of the property

upon which the Laser Skirmish is played and against all liability, actions, claims, costs (including legal costs), damages, and suits arising out of, connected with, or resulting from my playing Laser Skirmish. I also grant permission to the Operator and its agents to use my image(s) in connection with any photographic or recorded video reproduction of the event in whole or in part.

I acknowledge that the forgoing waiver is intended to be as broad and inclusive as is permitted by the law of the State of California, and that if any portion thereof is held to be invalid, the balance shall, nevertheless, continue in full legal force and effect.

I HEREBY CERTIFY:

a) That I am at least 18 years of age and in good mental and physical health. If I am under the age of 18, I will have a parent's or guardian's signature giving permission for me to participate in Laser Skirmish.

b) That I have read and understood this waiver in its entirety, that I have executed same of my own free will and without duress, and recognize the document as legal and binding.

Signature of Player: _____

Consent of Parent or Guardian (required for Player under 18 years of age)

I, _____ (print name of Parent or Guardian), Parent and/or Guardian of the minor Player, and having read and understood this waiver in its entirety, do hereby agree both on behalf of myself and said Player and his and my heirs, assigns and legal representatives, to all of the terms and conditions in this document.

SIGNATURE OF PARENT/GUARDIAN:

_____ Date: _____

Phone #: (____) ____ - _____

SEASONAL CONSENT: as a player or as the minor Player's Parent/Guardian, I agree to this waiver/consent form being in force for the current calendar year and DO NOT REQUIRE ADDITIONAL CONSENT/WAIVER FORMS for each date the player wishes to play Battlefield LIVE Bakersfield Laser Skirmish.

SIGNATURE (Of PARENT/GUARDIAN): _____

Date: _____

(Will be kept on file)