

AMERICAN MILSIM, LLC RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

BROKEN HOME X – October 7th – 10th, 2021 – DDAP – Wyandotte, OK.

I, _____ do hereby affirm and acknowledge that I have been fully informed by American Milsim, LLC of the inherent hazards and risks associated with the recreational activity (“Activity”) generally described as Airsoft / Milsim simulated combat, the use of Airsoft equipment, ground vehicles, helicopters, pyrotechnics, as well as the rental of military equipment and transportation vehicles associated within which I am about to engage. I am specifically aware of all of the following:

***** INITIAL NEXT TO EACH NUMBERED ITEM BELOW TO CONFIRM YOU UNDERSTAND *****

- ___ 1. Risk of Injury from the activity and equipment utilized is significant including the potential for PERMANENT DISABILITY and DEATH.
- ___ 2. This risk is greater for individuals participating in the Direct-Action Mission (D.A.M.) component of this event, including the potential for PERMANENT DISABILITY and DEATH.
- ___ 3. Risk of injury from possible equipment failure.
- ___ 4. Risk of injury due to the fact that this activity takes place outdoors and therefore includes risk associated with my exposure to elements, excessive heat, hypothermia, impact of the body upon the water, injection of water into body orifices, the encountering of objects either natural or man-made, possible exposure to animals with the attendant risk of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death.
- ___ 5. Risk of injury due to my own negligence and/or the negligence of others, including but not limited to equipment operator error and guide mistakes including misjudging terrain, weather, trails, or route location.
- ___ 6. Risk of injury via attack by or encounter with insects, reptiles, and/or animals.
- ___ 7. Risk of accidents or illness occurring in remote places where medical facilities are not immediately available.
- ___ 8. Risk of fatigue, chill, and/or dizziness which may diminish my/our reaction time and increase risk of accident.
- ___ 9. I affirm I will be participating in this event wearing ANSI 787.1 eye protection that fully seals to my face.
- ___ 10. I acknowledge an inherent risk of exposure to COVID-19 exists in any public space where people are present and assume all risks related to exposure and agree not to hold American Milsim, LLC., Staff, Vendors and all 3rd Party Contractors liable for any illness or injury.

*I also understand the above description of these risks is not complete and that unknown or unanticipated risks may exist and may result in injury, illness, or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In Consideration for being permitted to participate in the Activity(ies) described above and related Activities:

- ___ 1. I HEREBY RELEASE AND HOLD HARMLESS AMERICAN MILSIM, LLC, American Milsim Direct Action Missions (D.A.M.), American Milsim Support Staff, DDAP, All 3rd Party Contractors and Vendors TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss damage to person or property, WHETHER CAUSED BY ITS NEGLIGENCE OR OTHERWISE, I may suffer during the course of the Activity(ies).
- ___ 2. I further hereby release its officers, directors, employees, representatives, agents and volunteers and vessels from liability and responsibility whatsoever and from any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may claim for personal injury, property damage, or wrongful death I experience arising from the above Activity(ies) whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I further agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur.

