

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

OPERATON: FADED GIANT 3 – NOVEMBER 8h-9th, GTI Facility, Barnwell, SC

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:**

1. Risk of Injury from the activity and equipment utilized is *significant* including the potential for PERMANENT DISABILITY and DEATH. This risk is greater for individuals participating in the *Direct Action Mission* component of this event.
2. Risk of injury from possible equipment failure.
3. 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.
4. 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.
5. Risk of injury via attack by or encounter with insects, reptiles, and/or animals.
6. Risk of accidents or illness occurring in remote places where medical facilities are not immediately available.
7. Risk of fatigue, chill, and/or dizziness which may diminish my/our reaction time and increase risk of accident.

***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 AND THE GOVERNMENT TRAINING INSITUTE WITH RESPECT 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.
3. By entering into this Agreement, I am also not relying on any actual oral or written representation or statements made by the releasees other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall remain enforceable.

4. Terms and Conditions for American MilSim Operation Attendance and Participation All participants and individuals in attendance will abide by the following. They will not be under the influence of illegal drugs or alcohol. They will abide by the American MilSim standard and/or operation-specific rule-set. They will abide and obey all State and Federal laws. They will at no time tamper with staff, land owner or other participant's personal property. They will abide the directions of game staff, property owners and the event command structure. If participants or those in attendance violate any of the above rules they will be subject to physical removal from the event without refund. Those in violation may also be barred from attending any future American MilSim operations and removed from the American MilSim on-line community.

5. Photo Release / Video / Media Release

American MilSim will occasionally use photos and videos of our event participants in a promotional manner.

The participant hereby grants American MilSim, LLC permission to use his or her likeness in photograph or video in any and all of its promotional publications, including website entries, without payment or any other consideration. The Participant understands and agrees that these materials will become the property of American MilSim, LLC and will not be returned. The Participant hereby irrevocably authorize American MilSim, LLC to edit, alter, copy, exhibit, publish or distribute these photos or videos for purposes of publicizing American MilSim, LLC events or for any other lawful purpose. In addition, the participant waives the right to inspect or approve the finished product, including written or electronic copy, wherein his/her likeness appears. Additionally, the Participant waives any right to royalties or other compensation arising or related to the use of the photograph.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP ALL LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT READILY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

S/ _____
Signature of Adult Participant Name of Adult Participant (Please Print) Date _____

For Participants of Minority Age: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for himself, myself, our heirs, assigns and next of kin.

S/ _____
Signature of parent or adult legal guardian if Participant is a minor, and by their signature, the on my behalf release all claims that they and I have. Name of Adult Participant (Please Print) Date _____
Name of Minor (Please Print) Date _____