



Nerf Battle

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ("AGREEMENT")

In consideration for, and as a condition to, Participant (as identified below) being permitted to participate in the Activities, the undersigned on his or her behalf, as applicable, and on behalf of his, her or its heirs, legal representatives and assigns (collectively, the "Undersigned"), hereby acknowledges and agrees that Participant understands the nature of the Activities and is qualified, in good health, and in proper physical condition to participate in such Activities. The Undersigned acknowledges and agrees that if Participant believes that any of the Activities are unsafe, Participant will immediately discontinue participation in the Activities. The Participant fully understands that the Activities involve risks of damage to property and/or serious bodily injury, including permanent disability, paralysis, and death, which may be caused by the actions or inactions of Participant, the actions or inactions of others participating in the Activities, or the actions, omissions, negligence or willful misconduct of any of the "Released Parties" named below; that there may be other risks either not known to the Undersigned or Participant or not readily foreseeable as of the date hereof; and Participant fully accepts and assumes all such risks and all responsibility for any losses, costs, and/or damages incurred or arising as a result of participation in the Activities.

The Undersigned hereby releases, waives, and discharges HOT SHOT COMBAT, LLC., its legal representatives, shareholders, administrators, directors, agents, officers, volunteers, employees, and affiliates, other participants, any sponsors, and advertisers from any and all liability, claims, demands, losses, or damages that Participant may have now or hereafter for any and all injuries to his or her person or property and for damages, including but not limited to, those injuries or damages caused by the negligence of the Released Parties, while Participant is participating in the Activities, and that if despite execution of this Agreement, the Undersigned, Participant or anyone on their behalf, makes a claim against any of the Released Parties, the Undersigned will indemnify, save, and hold harmless each of the Released Parties from any loss, liability, damage, or cost which any may arise or be incurred as the result of such claim. The undersigned also agrees that all pictures taken by HOT SHOT COMBAT, LLC. or any of its legal representatives, shareholders, administrators, directors, agents, officers, volunteers, employees, and affiliates, other participants, any sponsors, and advertisers are eligible to be used on the website or social media of HOT SHOT COMBAT, LLC., or any of its affiliates or sponsors. The Undersigned has read this Agreement, understands that the Undersigned has given up substantial rights by signing it and has signed it freely and without any inducement or assurance of any nature and intends that the execution and delivery of this Agreement shall constitute a complete and unconditional release of all liability to the greatest extent allowed by law and agrees that if any portion of this Agreement is held to be invalid the balance of this Agreement, notwithstanding, shall continue in full force effect.

Printed Name of Participant _____ **Date of Birth** ___/___/_____

Signature of Participant _____ **Today's Date** ___/___/_____

Email: _____ (If you wish to be added to our email list)