

# TACTICAL RESCUE SERVICES, LLC (DBA: TRS) RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

## AIRSOFT

In consideration of participating in a Tactical Rescue Services, LLC activity, I represent that I understand the nature of this Activity, sign below that I have been fully informed on the activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity.

Initials \_\_\_\_\_ I fully understand that this Activity **INVOLVES RISKS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH**, which may be caused by my own actions, or inactions, those of others participating in the event or course, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activity.

Initials \_\_\_\_\_ I hereby release, discharge, and covenant not to sue, Tactical Rescue Services, LLC, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

Initials \_\_\_\_\_ I further hereby release, discharge, and covenant not to sue, Tactical Rescue Services, LLC, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises where the activity or event takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of Owners, Sales Staff and Instructors of Tactical Rescue Services, LLC, or of my own actions while utilizing information, training, or advice gained through a Tactical Rescue Services, LLC activity otherwise; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

Initials \_\_\_\_\_ I also understand that due to the inherent risk to myself and others I am expected to display professional behavior which is not disruptive, demeaning, dangerous, considered socially unacceptable, violates professional standards, or is deemed inappropriate by the instructor. I understand that if my personal behavior while a participant in this class becomes not disruptive, demeaning, dangerous, considered socially unacceptable, violates professional standards, or is deemed inappropriate by the instructor, I may be released from activity without prior warning and no fees associated with the activity will not be refunded.

Initials \_\_\_\_\_ I understand that Tactical Rescue Services makes no guarantees, warranties or claims that participants will successfully complete any course of study, activity or event and that I understand that fees associated with the activity, course or event and I understand I am personally liable for any fees that have been advanced for my completion of this activity and no refunds will be issued after the scheduled activity has begun. Further Tactical Rescue Services will not issue certificates of completion for participants who drop or do not complete the course, activity, or event.

Initials \_\_\_\_\_ It is my express intent that this agreement shall bind my spouse, if I am married, and the members of my family, if I am alive, and heirs, assigns and personal representatives, if I am deceased.

**I acknowledge I have read, and initialed, each section of this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT and the included PHOTO RELEASE understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and state that no oral representation, statements, or inducements apart from this document have been made and I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. I sign below verifying I am at least 18 years of age and that I am fully competent and I execute this waiver upon signing.**

Participant Name (Print) \_\_\_\_\_ Cell Phone (required if leaving children) \_\_\_\_\_ Date \_\_\_\_\_

Signature (Participant) \_\_\_\_\_ Address (City, ST Zip) \_\_\_\_\_ Date of Birth \_\_\_\_\_

**If you are under the age of 18 years, your parent or guardian must sign and accept full liability.**

**I understand the rules and this waiver and take full responsibility for the above named person.**

Parent/Guardian Name (Print) \_\_\_\_\_ Signature (Participant) \_\_\_\_\_ Date \_\_\_\_\_

Contact Phone Number(s) (required if leaving children and to verify waiver) \_\_\_\_\_