EVERGREEN AIRSOFT RELEASE OF LIABILITY

THIS IS A RELEASE OF LIABILITY – PLEASE READ CAREFULLY BEFORE SIGNING

In consideration of being permitted to participate in any way in the sport and activities of AIRSOFT, at the fields of Evergreen Airsoft Corporation, ("EAC"), I acknowledge, and give agreement to the following:

1. **Risk of Injury**: I understand the risk of injury from the activity and weaponry involved in airsoft may be significant, including the potential for permanent disability and death. While the particular protective equipment and personal discipline will minimize this risk, the risk of serious bodily harm continues to exist. I understand that I will be exposed to risks and hazards while on the properties and land EAC uses. I fully understand this waiver and sign it freely and voluntarily. I understand the additional risks include, but are not limited to, being struck by BBs, injuries from natural or man-made obstacles and other structures in and around the playing and staging areas.

2. **Assumed Risks:** I fully understand and acknowledge that; (a) risks and dangers exist in my use of Airsoft equipment and my participation in Airsoft activities; (b) my participation in such activities and/or use of such equipment may result in my injury or illness including but not limited to bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Evergreen Airsoft; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of Evergreen Airsoft, or by any other person.

3. **Eye Protection Requirement:** I am aware that an eye injury may occur, including total loss of vision, without the presence of proper and approved eye protection. It is my responsibility to take proper precautions to mitigate the risk. I agree to wear eye protection at all times on the playing field or target area in accordance to EAC Rules. If I am unsure about the quality of my eye protection, I agree to seek approval from the field operator, officer or agent of EAC before engaging in airsoft activities.

4. **Physical Condition:** I understand that the activity of airsoft is physically and mentally intense. I certify that I am in good health and that I do not have a heart condition, physical ailment or any other condition which could be worsened or cause injury or death as a result of the stress and or physical demands of participating in the sport of airsoft. I understand it is my responsibility to consult a physician on my health condition before playing airsoft.

5. **Rules of Play & Hazardous Conditions:** I understand the rules of play and will comply with all rules, regulations and the direction of all supervising staff and officers of EAC. If I observe hazardous conditions of any kind, I will bring these conditions to the attention of the supervising staff.

6. **Release and Hold Harmless:** I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Evergreen Airsoft and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Airsoft equipment or my participation in Airsoft activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Evergreen Airsoft. This waiver is good through 6/22/09.

7. **Duration of Release Period:** I understand and agree that this Release of Liability Agreement covers each and every airsoft activity and event that I participate hereafter.

8. **EAC Rental Equipment:** I understand if I am using EAC or third party rental equipment, I agree to all rules abiding EAC or third party rental equipment and agree to hold EAC harmless with respect to provisions in this entire document. I agree to pay for any damages to equipment that is caused by negligence, loss, abuse or accident. Any lost or damaged EAC equipment will be charged to me at full retail replacement or cost of repair.

I have read this Release of Liability and assumption of risk agreement, fully understand the terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement. I agree it is my intention to exempt and relieve the Releasees and all associated agents from all liability for personal injury, property damage or wrongful death by negligence or any other cause. Specifically, I understand that I may not sue any of the parties listed in Item 6 of this Release for damages should I be injured while on these premises and/or playing airsoft. I understand that no one has any authority to change/revise this Release. I understand that this Release is binding on my estate, my heirs, my relatives, my assigns, and me. I intend to be full bound by this Release.

Participant Printed Name	Date of Birth	Age
Participant's Signature	Date Signed:	Phone Number
Address	City, State, Zip	Email Address

NOTE: Any person under the age of 18 must in addition complete the parental permission form, attached hereto and made a part hereof.

EVERGREEN AIRSOFT GENERAL RULES

THIS IS A RELEASE OF LIABILITY – PLEASE READ CAREFULLY BEFORE INITIALING

AEG's (Automatic Electric Gun) and all other airsoft guns are not toys. If you are going to play airsoft, you should first have some education in handling a projectile firing device. Safety is paramount. Always treat an airsoft gun with respect, and always treat it as if loaded, even when you know it isn't. Don't allow an unsafe condition to exist. ie; ANYTIME an airsoft gun is pointed at a person not wearing protective eyewear, THIS IS AN UNSAFE CONDITION. This is the difference between "neglect" and an "accident". Know the difference and don't let it happen on our field!

Also bear in mind the realistic appearance of all types of airsoft guns. Airsoft guns and activity should never be in a "public" environment. Transport, and handle them in a way that respects every situation, and any person that may come into exposure to you. This responsibility is yours, not the people entering the environment you create with airsoft guns. This is an adult recreation; conduct yourself as such anytime you are engaging in any kind of airsoft activity.

Please read carefully and initial that you understand it.

NO LITTERING ON THE FIELD!!! (This includes cigarettes; do not smoke on the field.)	X_____
EYEWEAR IS TO REMAIN ON AT ALL TIMES WHILE YOU ARE ON THE FIELD.	X_____
PROPER EYEWEAR: Proper eyewear is eyewear the seals to your face. Players 17 and under require full face protection. Facemasks or balaclavas are recommended for all players, but not required if you are 18 and over. **Be aware that a close range hit from an AEG can leave welts, abrasions, light scarring on your face, and on occasion, have been known to chip teeth. If you choose not to wear full face/head protection, then you, and you alone are responsible for the risk of injury. If you play airsoft, it is not reasonable to assume you won't get shot in the head/neck area.** Eyewear must be of a wrap around style, that seals to the face so as not to allow a BB to "sneak" in from the side, and must be able to withstand a point blank hit from an upgraded AEG. If you are not sure about the reliability of your eyewear, then present it for testing by an EAC officer it before coming to the field.	X_____
CUSTOM EYEWEAR: If you make your own custom eyewear, it must be cleared, and tested by an EAC officer before being allowed onto the field.	X_____
EYEWEAR MUST REMAIN ON AT ALL TIMES WHILE ON THE FIELD!!! You must resolve any fogging or visibility issues before going onto the field. If you remove your eyewear on the field, you will be ejected immediately from the game.	X_____
GUN LIMITS, ORANGE TIP REQUIREMENT and/or BARREL CONDOMS: General limits for full auto guns are limited to 400fps with a 0.20 bb, and 365fps, with a 0.25 bb. Player agrees to mandatory chrono check during check-in. Player agrees to have an orange tip or use of Barrel Condom to participate in all Evergreen Airsoft events on DNR land. We will provide orange tape if you do not have an orange tip during chronoing. Barrel condoms to be on weapon when walking on paved road to and from field.	X_____
BIODEGRADABLE BBs: Player agrees to use biodegradable BBs only to participate in all Evergreen Airsoft events on DNR land. If you do not have Bio BBs, there will be BBs available to purchase on site.	X_____

EVERGREEN AIRSOFT GENERAL RULES (continued)

HITS:
Ricochets do not count. Gun hits do not count. However, a gun hit does not exclude you from additional hits to the body or gear. Hits anywhere on your body, on any of your tactical gear and any part of your clothes count. No matter how far away it came from, or who shot you, it is a hit. Getting shot by your own teammate is also a hit. Hits do not have to be felt to count. Look and Listen. If you see bb's bounce off a teammate, inform them they are hit.

DISPUTES:
If you feel you've hit someone, and they do not call it, don't call it for them, create a conflict, or dispute on the field. Bring it to the attention of one of the Evergreen field officers. We will deal with problem players. Not calling your hits is considered cheating. If you are noticed not calling your hits, you can be asked to leave, and players with a bad or combative attitude will be told not to come back.

DEADMAN:
Dead men do not talk! Once you are hit, remove the magazine from your gun (with the exception of medic, and re-spawn variations), hold your gun and hands up so as to adopt a neutral body language. Do not shoot at dead players, or use them as cover. As a dead player, do not provide cover for your teammates. Quietly and directly exit the field, without interfering with ongoing combat, or if game variation allows, head for your re-spawn point. In a medic game variation, you may call for a medic, but no other information is allowed. You may not inform a medic if it is "safe" for them to come to you. EYEWEAR IS TO REMAIN ON AT ALL TIMES!!!

Physically contact between opposing players in not allowed. No "hand to hand", wrestling, or tackling, not even in jest. The only exception is "tapping" a player out in a medic scenario.

At no time is a player allowed to "fake" being dead. Also, players are not allowed to verbally lie as to which team they are on. For example; if a player asks you "blue team, or red team!" You may not say "red team" if you are blue. However, you don't have to answer at all. Be aware, if you don't answer, you are going to be shot at.

Players may not exit, and re-enter the play field during the course of a game. Make sure you have everything you need to complete a game. If your battery goes down, or you run out of ammo, make sure you have more next time.

GAME OVER:
When a game is over, pass the word along. Remove the magazine from your gun, fire twice to make sure no bb is in the chamber, and switch the safety on.

The use of bb's heavier than 0.25 are allowed on a person-by-person basis for experienced known players with a proper gun for the application. If you wish to use a heavier bb you must ask the field operator before hand. All full auto AEG's must still meet the chronograph limits set forth herein.

ABSOLUTELY NO METAL BB'S ARE ALLOWED!! If you use these on the field, you will be told to leave!

DOWN TIME REDUCING RULES:
When a game is over, and you have left the field, resupply yourself, and be prepped for the next game as quickly as possible. The next game start will be announced, if it hasn't been already pre planned at the beginning of the day, and players that are not ready, may have to sit out a game in order to start games on time. When it is time to enter the field and head to your teams starting point, you must be ready. You will not be allowed to enter a game late without the field operators' approval.

I have read, and understand the rules of Evergreen Airsoft.

_____ _____
Participant Signature Date Signed

_____
Participant's Printed Name

EVERGREEN AIRSOFT PARENTAL PERMISSION FORM / RELEASE OF LIABILITY

NOTE: THIS FORM MUST BE READ AND SIGNED BEFORE ANY PARTICIPANT UNDER THE AGE OF 18 IS ALLOWED TO TAKE PART IN ANY EVERGREEN AIRSOFT EVENT.

In consideration of being permitted to participate - in any way - in the sport and activities of airsoft under the auspices of Evergreen Airsoft Corporation ("EAC"),

I, as the parent/guardian of _____ acknowledge, appreciate, and agree as follows:

1. Significant risks and dangers exist in my son/daughters use of airsoft equipment and my son/daughter's participation in airsoft activities, including, but not limited to, serious injury to eyes and other soft tissues, exposure to poisonous animals, reptiles and insects, and increased risk of law enforcement confrontations due to the realistic weapons. I understand that certain safety measures are required under the rules of Evergreen Airsoft, such as eye and full face protective equipment, and procedures for minimizing conflict with the general public and/or law enforcement. I have discussed these safety measures with my son/daughter and understand that use of these safety measures is in no way a guarantee against any damage or injury.

2. My son/daughters participation in such activities and/or use of such equipment may result in my son/daughters injury or illness including but not limited to bodily injury, disease, strains, sprains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, or other ailments that could cause serious disability or even death. I acknowledge that not every conceivable injury is listed in this waiver and I assume the responsibility to conduct any further research or inquiry before executing this release.

3. These risks and dangers may be caused by the negligence of EAC, its owners, agents, officers and employees, the owners and/or possessors of the premises used to conduct the airsoft activities, and/or their officers, officials, agents, and/or employees (hereafter collectively referred to as "RELEASEES") the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes.

4. My son/daughters participation in these activities and/or use of equipment, constitutes an express assumption of all risks and dangers inherent in the activities, whether or not expressly stated herein, as well as all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the RELEASEES, or by any other person.

5. I, As the Parent/Legal Guardian of the aforementioned minor child, agree that my son/daughter has been provided with a copy of, and must obey, all safety regulations, game and organization rules, and will obey all organization directors and referees. Any failure to comply with the rules, regulations, and event instructions will result in penalties ranging from a warning or suspension to expulsion from further Evergreen Airsoft activities and revocation of rights and privileges by the directors, officers, referees, or representatives of said organization.

6. This is to certify that I understand that the rules and requirements of EAC, to remain in accordance with their Liability Insurance and Washington Department of Natural Resources' Limited Land Use License specify that any minor between the ages of twelve and fifteen must have, at all times, an adult on the playing field to supervise the minor and ensure the safety rules of EAC are adhered to. In the event that I am personally unable to accompany my son/daughter on the playing field, the following adults are authorized to act as my representatives/assigns:

   _____
   _____
   _____

7. I, on behalf of myself, my spouse and/or other parent / guardian, my son/daughter, and our personal representatives, assigns, next of kin, statutory beneficiaries, and heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the RELEASEES from any and all claims, actions or losses for bodily injury, property damage, accidental death, loss of services or any other claims, which may arise out of my son/daughter's use of airsoft equipment or my son/daughters participation in airsoft activities, I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the RELEASEES.

   I understand and agree that this Waiver and Release of Liability covers each and every Evergreen Airsoft activity and event in which my son/daughter participates hereafter.

PHOTO RELEASE

I hereby grant permission to EAC to use my son/daughter's photograph on its World Wide Web site or in other official printed publications without further consideration, and I acknowledge EAC's right to crop or treat the photograph at its discretion. I also acknowledge that EAC may choose not to use my son/daughters photo at this time, but may do so at its own discretion at a later date.

I also understand that once my son/daughters image is posted on EAC's website, the image can be downloaded by any computer user. Therefore, I agree to indemnify and hold harmless from any claims the RELEASEES. EAC reserves the right to discontinue use of photos without notice.

I AM THE PARENT AND/OR LEGAL GUARDIAN OF THE PARTICIPANT. I REPRESENT THAT I HAVE THE AUTHORITY TO EXERCISE THIS WAIVER ON BEHALF OF MY SELF AND THE OTHER PARENT AND THAT EAC MAY RELY UPON SUCH REPRESENTATION.

I HAVE READ THE ABOVE WAIVER, RELEASE OF LIABILITY, AND PHOTO RELEASE, I HAVE BEEN INFORMED OF ALL INHERENT DANGERS AND I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT.

I ACKNOWLEDGE THAT THIS WAIVER IS A COMPLETE BAR TO ANY LEGAL CLAIMS BASED ON STATUTE OR COMMON LAW AND SIGN IT FREELY AND VOLUNTARILY WITH FULL KNOWLEDGE OF THE RISKS AND WITHOUT COERSION OR DURESS.

EVERGREEN AIRSOFT PARENTAL PERMISSION FORM / RELEASE OF LIABILITY (CONTINUED)

I UNDERSTAND THAT THIS WAIVER MAY ONLY BE REVOKED IN WRITING AND IS NOT CONSIDERED EFFECTIVE UNTIL RECEIVED BY A DESIGNATED EAC REPRESENTATIVE.

Participant's Name (print)_____
Date of Birth _____/_____/_____ Age _____
Participant's Signature_____
Date Signed _____/_____/_____
Address _____
City _____ State _____ Zip Code _____
E-mail _____
Phone Number (_____) _____ - _____ Pager/Cell (____) _____ - _____
Please list any existing medical conditions you may have
_____
_____
In case of emergency, contact one of the following people.
DO NOT USE PAGER NUMBERS.
_____ at (_____) _____ - _____
_____ at (_____) _____ - _____

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree not only to his/her release of EAC and all other RELEASEES but also to release and indemnify the RELEASEES from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin in accordance with the above conditions of this wavier.

SIGNED this _____ day of _____, 20__

_____
Parent/Guardian

THIS PERMISSION FORM IS VALID ONLY UPON AT LEAST ONE VERIFICATION BELOW, either notarized if signed out of the presence of an Evergreen Airsoft Corporation Officer, or signed by a parent in the presence of and witnessed by an Evergreen Airsoft Corporation Officer.

NOTARY PUBLIC CERTIFICATION

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this day personally appeared before me _____, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20__.

_____
Notary Public in and for the
State of Washington,
Residing at: _____
My appointment expires: _____

EVERGREEN AIRSOFT CORPORATION OFFICER CERTIFICATION

I certify that this minor's parent has signed this waiver in my presence after I verified to the best of my ability that the signature is the actual parent or guardian of the minor

_____
Evergreen Airsoft Corporation Officer

_____
(Print Name)

TO REVOKE THIS WAIVER YOU MUST DO SO IN WRITING TO:

EVERGREEN AIRSOFT
1905 Stone Ridge Drive
Snohomish, WA 98290