



**MSATO, LLC RELEASE WAIVER OF LIABILITY & HOLD HARMLESS**

I \_\_\_\_\_ (print name) as an **attendee** do hereby acknowledge that as a participant in this production, I freely and voluntarily engage in hazardous activity for my own recreation, enjoyment and pleasure. I recognize that as part of this activity other attendees and I will be using airsoft guns that shoot pellets and airsoft grenades that create loud sounds, disperse pellets and casing fragments. I will traverse difficult and dangerous terrain and obstacles, and transport and use various simulated firearms and other simulated weapons, and I freely and voluntarily assume any and all risk of injury such activity involves.

The attendees of this production have full knowledge of Military Simulation productions on dangerous, often abandoned property and these properties do not meet normal safety requirements. I enter these dangerous properties of my own free will and understand that I could be putting my health, safety and life into peril. Attendees will be using Airsoft guns and other simulated weapons and understand that it may cause bodily harm, serious injuries, lose of sight, hearing, limbs and even death. Attendees are required to provide and wear their own safety equipment and gear. Including but not limited to wearing proper full seal eye protection, face, ear, hearing and mouth protection and are advised to wear helmets, gloves, as well as other clothing and equipment that can protect them from airsoft BB's and grenades or the terrain used during the production. Barrel bags are required in non-playing areas.

For these reasons, I hereby waive and release from liability and agree to hold harmless the following:

1. Property owner: its affiliates its employees, officers, directors, shareholders, Members, Managers, and all affiliates,
2. Production organizers: MSATO, LLC its officers all other agents, employees and volunteers that help run the production and/or participate in this production.

**I hereby grant permission for Emergency Medical personnel to treat me in the production that I am unconscious and/or unable to communicate freely. I understand that I will be treated under "Good Samaritan" standards, if a Medical Professional is not immediately available. As soon as possible I will be turned over to Medical or Ambulance personnel and transported to the nearest Hospital or medical facility.**

Honor: Airsoft is a game of HONOR, all attendees are expected to call their hits and follow all rules and guidelines set up by producers. Failure to call your hits, failure to follow guidelines and rules can result in removal from the production without refund.

I understand that this Military Simulation and Tactical Operation is a privately held production. Producers reserve the right to deny participation to anyone. Attendees assumes responsibility and agrees to indemnify and defend MSATO, LLC, staff, production sponsors, production VIP, fellow attendees, production venue management and ownership, and their respective employees and agents against any claims or expenses arising out of the use of the property and general premises. While security personnel may be available generally for the purpose of safeguarding the general public, the attendees are solely responsible for the safekeeping of his/her own property while at the production.

All attendees are expected to and shall conduct themselves in a professional and courteous manner. Any attendee who, in the opinion of MSATO, LLC Staff fails to conduct themselves in such a manner may be asked to leave the property at any time without any right to a refund of fees, either in whole or in part.

Damage to property or use of non BIO BB's will result in immediate removal from production. Based on damages, repair and/ or clean up fees attendees can be held criminally and/or civilly liable. Attendees who violates the rules agrees to pay all legal fees associated with collection to repair or re-pay property owner and producers for losses they incur. Possession of Alcoholic beverages by attendees under 21 years old or illegal drugs by any attendees may result in expulsion. In order to uphold these provisions, the attendees agree to permit reasonable inspection of their wares by a duly authorized MSATO, LLC staff member or its agents.

Attendees must recognize that this is a Military Simulation (MilSim) production, and that they will be assigned to a unit (Company, a Platoon and/or a Squad). Attendees must accept the command structure setup by producers. You must be willing to assist and guide those who may be assigned to your squad. Because you are being assigned to a unit you are expected to work through your chain of command, this includes notifying your chain of command if you are going to be absent or leaving the production early.

Photo & Video Standard Talent Release: I hereby authorize without compensation MSATO, LLC and/or their agents and their assignees and licensees to use my voice, portrait, picture, color or black-and-white photograph, videotape or other reproduction of me. I understand the above mentioned may create a version of this videotape for Video download, DVD, CD-ROM, satellite or broadcast media, or any other as of yet undeveloped technologies for worldwide distribution. MSATO, LLC and/or may sell or distribute this program in any way they deem appropriate. You agree to allow MSATO, LLC and/or their agents to use any photographs, voice and/or video that you create and post regarding MSATO productions you have attended on any social media platform for their own use including advertising without compensation or credit. You agree to allow MSATO, LLC and/or their agents the use of your photograph, video, likeness, name, voice, signature, logo or trademark as they see fit without compensation or credit.

**I state that by signing this document I fully read and understood its contents, and that I am voluntarily waiving rights that may be granted to me by International, Federal, State and Local statues, as well as the common law of the nation.**

Participant's signature: \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**NOTARY Area**  
(only required if under 18yo)

I certify that I am eighteen (18)\* years of age or older.

Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Emergency Contact number: (\_\_\_\_) \_\_\_\_\_--\_\_\_\_\_

\*Parent / Guardian if Participant is under 18 years of age (**Print Name**): \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\*Parent / Guardian signature: **(MUST HAVE NOTARIZED)** \_\_\_\_\_ Name of Person attending over 18 years of age who will be with youth \_\_\_\_\_ Page 1 of 2



**HEALTH & SAFETY PROTOCOL DECLARATION & WAIVER** *Please Read Carefully*

Production Company has put in place preventive measures to reduce the potential spread of the COVID-19 coronavirus which has been declared a worldwide pandemic by the World Health Organization. However, Production Company cannot guarantee that attendees will not become infected with COVID-19 while you are participating in the production.

By signing hereunder, you hereby acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you could be exposed to or infected by COVID-19 while participating and/or providing services for the production, and that such exposure or infection may result in personal injury, illness, permanent disability, or death. Accordingly, as a condition of your participation you hereby confirm the following:

1. I am not currently suffering, and have not suffered within the previous 7 days, from any COVID-19 symptoms including without limitation fever, cough, chills, chest pain, headache, shortness of breath, muscle aches, sore throat, or difficulty breathing.
2. I am not in an at-risk group which would make me particularly vulnerable to COVID-19, including without limitation (a) 70 years old or older; (b) pregnant or recently gave birth; (c) receiving treatment or having a condition that compromises the immune system; (d) having a chronic health condition; or (e) regularly going to a hospital or health care setting for a treatment.
3. In the last 14 days, I have not knowingly been in close physical contact with someone who tested positive for COVID-19 (close physical contact meaning being less than 2 meters away in the same room, workspace, or area, or living in the same home).
4. In the last 14 days, I have not been in close physical contact with a person who either (a) is currently sick with a new cough, fever, or difficulty breathing.
5. I undertake to declare immediately any onset of symptoms or contact with anyone who has symptoms of COVID-19.
6. Subject to the limitations inherent to the production, I will abide by and respect all health and safety guidelines, protocols, recommendations, and/or government mandated requirements and/or restrictions implemented in connection with the COVID-19 pandemic, including without limitation practicing social distancing, utilizing face masks and other personal protection equipment as may be appropriate in the circumstances.
7. I acknowledge that while implementation of appropriate safety protocols are intended to reduce and mitigate against the risks of exposure to COVID-19, no such safety protocols can fully eliminate such risks. Accordingly, I acknowledge that my participation in the production may involve elements of risk and danger relating to potential exposure to COVID-19, as well as elements of risk, danger and physical exertion from the physical and transportation methods and activities involved in this production and that I have been notified of such potential dangers, hazards and/or perils and voluntarily and fully agree to assume all such risks, dangers, hazards, and the possibility of personal injury, illness, death, property damage and loss resulting therefrom. I hereby waive and forever relinquishes all rights and remedies at law or in equity, and releases and forever discharges Production Company, and Production Company’s assignees, and affiliated companies; and such parties’ respective directors, officers, employees and agents (collectively the “Releasees”), and agrees not to sue any of the Releasees, with respect to any claim, demand, suits, cause of action, liability, loss, expense or damage of any nature whatsoever, whether known or unknown or suspected or unsuspected or anticipated or unanticipated, arising out of or connected with my participation in the Production, including claims relating to personal illness or injury, loss of income, property damage or breach of any statutory, fiduciary or other duty of care. I hereby hold harmless and indemnify the Releasees from any and all liability for any damage to property of, physical or mental illness or personal injury to, any third party, resulting specifically from my participation in the Production.

**I state that by signing this document I fully read and understood its contents, and that I am voluntarily waiving rights that may be granted to me by International, Federal, State and Local statutes, as well as the common law of the nation.**

Participant’s signature: _____	Date _____	<b>NOTARY Area</b> (only required if under 18yo)
I certify that I am eighteen (18)* years of age or older.		

Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Emergency Contact number: (\_\_\_\_) \_\_\_\_\_ -- \_\_\_\_\_

*Parent / Guardian if Participant is under 18 years of age ( <b>Print Name</b> ): _____	Date _____
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*Parent / Guardian signature: <b>(MUST HAVE NOTARIZED)</b> _____	Name of Person attending over 18 years of age who will be with youth _____
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