

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

By signing this document you will waive certain legal rights, including the right to sue

ASSUMPTION OF RISK

1. I, the undersigned, wish to play Paintball. I recognize and understand that playing Paintball (hereinafter called the 'Game') involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the Game and injuries resulting from tripping or falling over obstacles in the Game playing field. In addition, I recognize that the exertion of playing the Game could result in injury or death.
2. Despite these and other risks, and fully understanding such risks, I wish to play the Game and hereby assume the risks of playing the Game. I also hereby hold harmless the 'Sponsors' and indemnify them against any or all claims, actions, suits, procedures, costs, expenses (including legal fees and expenses), damages and liabilities arising out of, connected with, or resulting from my playing the Game, including, without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of any and all equipment used in the Game. I hereby release the Sponsors from any and all such liability, and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns. I hereby certify to the Sponsors that I am in good health and do not suffer from a heart condition or any other ailment which could be exacerbated by the exertion involved in playing the Game. I further certify that I am 18 years of age or older.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of participating in the Game, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have, or may in the future have, against their directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as 'the Releasees');
2. **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the Game due to any cause whatsoever, **INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES**;
3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in the Game;
4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.
5. At time of reservation a valid credit card number, PayPal payment or email money transfer of \$50.00 must be paid. This fee will be waived if booking is cancelled 48 hours prior to start time. NO SHOW NO CALL NO REFUND. We have to pay employees a minimum of 3 hours when they come to work. Also if it's a busy day at full capacity we lose that spot. Thank you for your cooperation. Money will be refunded by same means deposit was made after you have arrived for your party. Refund may take up to 14 business day depending on means deposit was made.
6. I understand and agree that Paintball Mountain does not allow the use of offsite paint. I understand and agree I will only use paint that the facility offers. If I use offsite paint I will pay the fee of \$49.99.
7. A late fee/extra time fee will apply to all parties. The fee is \$15.99/hr. The 1st half hour late or extra time stayed then every hour after.

PLEASE READ CAREFULLY

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Participant Name _____

Guardian Name (if under 18) _____

Signature _____