

ADULTS 18 & OVER USE THIS FORM

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

Name: _____ Date of Birth _____
Please PRINT First & Last Name Month/Day/Year

In consideration of participating in the GAME OF PAINTBALL, which includes but is not necessarily limited to, running, jumping, sliding, shooting projectiles from an air powered paintball gun, as well as being the target and being shot by projectiles from other participants shooting air powered paintball guns (the “Activity”), I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in the Activity. I acknowledge that if I believe that any event conditions are unsafe, I will immediately discontinue participation in the Activity. 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, the conditions in which the event takes place, or the negligence of the “Releasees” defined herein; and that there may be other risks either not known to me or not readily foreseeable at this time related to the Activity; and that 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. I hereby release, discharge, and covenant not to sue EXTREME PAINTBALL (Telford Enterprises LLC), its respective administrators, members, owners, managers, directors, agents, officers, volunteers and employees, other participants, any sponsors, advertisers, and/or the owners and/or lessors of premises on which the Activity takes place, (each a “Releasee” and collectively 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 Releasee from any loss, liability, damage, or cost, if any, which may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and 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 intend it 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.

Signature of Participant

Today’s Date

Phone #

PARENTAL CONSENT

AND I, the minor’s parent and/or legal guardian, understand the nature of the above referenced activities and the minor’s experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor’s account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage’s or cost’s any Releasee may incur as the result of any such claim.

Printed name of Parent/Guardian

Date

Signature of Parent/Guardian

Emergency Contact #