

WAIVER AND RELEASE OF LIABILITY FORM

RELEASE OF LIABILITY, WAIVE OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

To: Ultimate Paintball Park Inc.

Assumption of Risk:

1.) I, the undersigned, wish to play Ultimate Paintball Park Inc., I recognize and understand that playing Ultimate Paintball Park Inc. (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 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 attorney's fees and expenses), damages and liabilities arising out of, connected with, or resulting from playing the Game, including without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of such equipment. 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 good health and do not suffer from heart condition or 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

(Initials)

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

- 1.) TO WAIVE ANY AND ALL GLAIMS that I have or may in the future have against Ultimate Paintball Park Inc., their directors, officers, employees, agents and representatives (all of whom are hereinafter collective referred to as "The Releasees");
2.) TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that may suffer that my next of kin may suffer as a result of my participation in Ultimate Paintball Park Inc. 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 Ultimate Paintball Park Inc.; and
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.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Witness

\_\_\_\_\_

Signature of adult applicant over 19 years of age

\_\_\_\_\_

\_\_\_\_\_

Signature of Parent if Participant is less then 18 years

(Please print name clearly)

\_\_\_\_\_

Print Name

PLEASE READ CAREFULLY!