



Recreational Activity Release of Liability, Waiver of Claims, Express Assumption Of Risk and Indemnity Agreement
Warplay Paintball, Inc.

Express Assumption of Risk Associated with Recreational Activities.

I, [ ] do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as Paintball/Airsoft/Laser Tag ("Activities") including the rental of equipment and transportation associated therewith in which I am about to engage. Inherent hazards and risks include but are not limited to:

- 1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or other's equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, encountering objects either natural or man-made, exposure to animals with the attendant risks of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death.
4. My own negligence and/or the negligence of others.
5. Attack by or encounter with insects, reptiles, and/or animals.
6. Accidents or illness occurring in remote places where there are no immediately available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the activities described above, I hereby agree, acknowledge and appreciate that:

- 1. I HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, Warplay Paintball, Inc., its officers, directors, employees, representatives, agents, and volunteers ("Releases") from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above Activities whether caused by active or passive negligence of the Releases or otherwise.
2. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Releases, other than what is set forth in this Agreement.
3. I am responsible for cleaning and maintaining my area of all trash and paintballs during my entire time on-site.
4. I understand my information may be added to the mail and email list of the releases.
5. If I am renting equipment and gear from the Releases, I understand that I will be charged for any lost or damaged equipment and/or gear.
6. I authorize Warplay Paintball, Inc. to use, reproduce and/or publish photographs and/or video that may pertain to me - including my image, likeness and/or voice. This authorization is continuous and may only be withdrawn by my specific rescission. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforced.

This Agreement shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, it shall not invalidate the remaining provisions which shall remain fully enforceable. The undersigned acknowledges that this Agreement is a material inducement Releases to allow your participation in the Activities.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

[ ] (SIGNATURE of Adult Participant) [ ] (Name of Participant, Print Only)

[ ] (Address)

[ ] (City) [ ] (State) [ ] (Zip code)

[ ] (Phone Number) [ ] (Email Address)

[ ] ((Date of Birth (Month/Day/Year))) [ ] (Date (Month/Day/Year))

For Participants of Minority Age: this is the clarify that I, the undersigned, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree to his/her release of all rights and/or claims related to their participation in the Activities as set forth herein. Additionally, I hereby release and indemnify the Releases from any and all liabilities incident to this minor's participation in the Activities for myself, my heir, assigns, and next of kin.

[ ] (SIGNATURE of Parent or adult Legal Guardian) [ ] (PRINTED Name of Parent or adult legal Guardian)

If participant is a minor, and by their signature They on my behalf release all claims that both They and I have