

PAINTBALL USA
ASSUMPTION OF RISK - RELEASE & WAIVER OF LIABILITY -
PUBLICITY RELEASE

IN CONSIDERATION of being permitted to participate in the Paintball USA Axe Throwing Experience and related events and activities (“collectively the “Activities”) provided and facilitated by Paintball USA INC (“Facilitator”), I HEREBY AGREE for myself, my heirs and legal representatives:

I fully understand the risks and completely assume all risks, known and unknown, of participating in Activities, including the risk of death or serious bodily injury. I represent that I am in good health and physically able and ready to participate in the Activities, and do not have any physical illness, injury or disability that would make my participation in these Activities unwise or unnecessarily risky or dangerous to myself or others.

I accept and assume all such inherent dangers and risks of bodily injury, permanent disability, death, and/or property damage, even if caused, in whole or in part, by the negligence of the Facilitator, and all of their respective members, managers, officers, directors, shareholders, affiliated organizations and entities, representatives and sponsors, and all volunteers, contractors, agents, members, and employees (collectively the “Facilitator Parties”). Recognizing the possibility of death and serious bodily injury associated with participating in the Activities, I hereby agree to waive, release, hold harmless and/or discharge the Facilitator Parties from any and all claims, demands, damages, losses, injuries, liabilities, obligations, costs or expenses of any kind which are made or could be made by me, or on my behalf, or by my heirs or legal representatives as a result of my participation in the Activities, even though such claims may arise due to the negligence, carelessness or recklessness of such Facilitator Parties.

This release and waiver of claims is binding on me, my heirs, executors, administrators, legal representatives, assigns and successors in interest. I understand that I am giving up my right to sue the Facilitator Parties and giving up other valuable and substantial rights in exchange for being permitted to participate in the Activities.

I agree and understand that following all instructions and rules at all times while participating in the Activities is a requirement for participation. I agree that if I fail to follow such instructions and rules and act responsibly, I waive any and all right to continue participating in the Activities and any benefits associated with being a participant.

I hereby grant to the Facilitator the right to photograph, videotape or otherwise capture my image, appearance or likeness and to use such images for any legitimate purposes, commercial or otherwise.

By signing this Release, and acknowledging acceptance of its terms, I agree that I have read the terms, agree to be bound by the terms and do so voluntarily and knowingly.

Date: _____ Print Name: _____

Signature: _____ Phone: _____

Age: _____ Date of Birth: _____ Email: _____

Address: _____

Parent or Gaurdian Signature: _____