

Mansfield Paintball Adventure Park Waiver and Release of Liability Form

Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement

By Signing this Document You Acknowledge That You Have Read This Document In Its Entirety and Waive Certain Legal Rights, Including the Right to Sue.

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| COMPLETE ALL LINES BEFORE YOU CAN PLAY OR WATCH PAINTBALL. | | |
| Name: _____ | Date (of play): _____ | |
| Address: _____ | City: _____ | |
| State: _____ | Zip Code: _____ | Phone #: _____ |
| Birth Date: _____ | Email: _____ | Player or Spectator (Circle One) |
| DO YOU NEED ANY RENTAL EQUIPMENT? | YES | NO |
| IF YES. HAVE A PHOTO I.D. OR LICENSE TO LEAVE AT THE CHECK IN WINDOW. | | |

To: Mansfield Paintball Adventure Park Assumption of Risk:

- 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 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, heat exertion/heat stroke, or death.
- Despite these and other risks, and having a full understanding of these risks, I wish to play the Game and hereby assume the risks of playing the Game. I also hereby hold harmless Mansfield Paintball Adventure Park and indemnify them against any or all claims, actions, suits, procedures, costs, expenses (including attorney fees and expenses), damages, and liabilities arising out of, connected with, or resulting from my playing the Game, including without limitations, those resulting from any manufacture, selection, delivery, possession, use, or operation of such equipment. I hereby release Mansfield Paintball Adventure Park 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 Mansfield Paintball Adventure Park that I am in good health, and DO NOT suffer from ANY heart condition or other ailment, which could be exacerbated by exertion involved in playing the Game. (Females: I further certify that I am NOT pregnant.)
- I further certify that I am 18 years of age or older, or that my parent/legal guardian is 18 years of age or older.

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

- TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against Mansfield Paintball Adventure Park, their directors, officers, employees, agents, and representatives, all of whom are hereinafter collectively referred to as the "releases".
- 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 releases.**
- TO HOLD HARMLESS AND IDEMNIFY 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; and that this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and assigns, in the event of my death.
- Any paintball playing photos of you or your child may be used in our marketing materials, including print, video, web, or any other forms of marketing media, are property of Mansfield Paintball Adventure Park.

I can speak and read English. I have read and understood this agreement. I am aware that by signing this agreement I am waiving certain legal rights, which I or my heirs, next of kin, executors, administrators, assigns, may have against the releases.

INITIALS REQUIRED

PARENTAL CONSENT (required for participants under the age of 18)

I, the minor's parent and/or legal guardian, have read every section of this waiver and understand the nature of 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 and save and hold harmless each of the releases 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 releases or otherwise, including negligent rescue operations, and future agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above releases, I will indemnify, save, and hold harmless each of the releases from any litigation expenses, attorney fees, loss liability, damage, or cost any release may incur as the result of such claim.**

PARENT / GUARDIAN SIGNATURE REQUIRED (if under 18)

