

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

In consideration of participating in the **Sport of Paintball** (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 such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participating 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 “Releases” named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and 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 **Nitro Paintball**, its respective administrators, directors, agents, officers, volunteers, and employers, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the “Releases” 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 Releases 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 Releases, I will indemnify, save, and hold harmless each of the releases from any loss, liability, damage, or cost which may incur as a result of such claim.

I have read this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**, and I understand that I have given up substantial rights by signing it and have signed it freely and without any inducement and assurance of any nature and intend it to 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 valid, the balance, notwithstanding, shall continue in full force and effect.

**Furthermore, I understand that there will be a \$75.00 fee for any unreturned rented equipment.**

\_\_\_\_\_  
Printed name of Participant

\_\_\_\_\_  
Birth date

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Phone number

## **PARENTAL CONSENT – PARTICIPANTS UNDER 18 YEARS OF AGE**

And I, the minor’s parent and/or legal guardian, understand the nature of the above referenced Activity and the minor’s experience and capabilities, and believe the minor to be qualified to participate in such activity. I hereby release, discharge, and covenant not to sue and **AGREE TO INDEMNIFY AND HOLD HARMLESS** each of the Releases mentioned above 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 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 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 any such claim.

\_\_\_\_\_  
Printed name of parent/guardian

\_\_\_\_\_  
Birth date

\_\_\_\_\_  
Signature of parent/guardian

\_\_\_\_\_  
Emergency phone number