

## CONTRACT TO PLAY PAINTBALL

### RELEASE, WAIVER OR LIABILITY, AND ASSUMPTION OF RISK

1. For and in consideration of the fee, paint and the use of the premises, the parties do hereby agree as follows:
2. I, the undersigned, \_\_\_\_\_ wish to play paintball. I recognize and understand that playing the game involves certain risk. The risks include, but are not limited to, the risk of injury relating from the impact of the paint pellets used in the Game, injuries resulting from tripping or falling over obstacles in the Game playing field.
3. Despite these and other risks, I fully understand such risk, I wish to participate and hereby assume the risk of participation. I also hereby hold harmless Maximum Paintball, Shane Hartson, and/or his spouse, agents, or employees, hereafter called the Sponsors, and will indemnify them against any and all claims, actions, suits, procedures, cost expenses (including attorney fees and expenses), damages and liabilities arising out of, connected with. Or resulting from playing the Game or any injuries sustained while upon the premises. 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 in good health and do not suffer from a heart condition or other ailment, which could be exacerbated by the exertion involved in playing the game.
4. I hereby promise to play the game only accordance with the rules of the Game as set forth by the Sponsors. I particular, I agree:
  - a. To wear safety goggles at all times when I am on the playing field or at the target area, even after I have been marked with paint or the game is over to keep the goggles snug by pulling the straps tight; I understand that the serious eye injury, including loss of eyesight, could occur if the safety goggles are not on. Should my safety goggles fog up, or for any reason be such that I cannot see through them properly, I will ask someone near me, on the playing field or in the target area, to lead me out of the area. Only then I will remove my safety glasses to clean them. I understand that any "safety goggle" is subject to fogging up or getting dirty and that if I am anywhere near a marking pistol as is discharges and my "safety goggles" are not properly on, I may get seriously and permanently injured.
  - b. To avoid any physical contact or fishing with other players;
  - c. To keep the marking pistol I am using on "safety" ( the no-shoot position ) in the staging area at all times, in the target area while not shooting and on the playing field before and after each game, to aim or point the pistol at another person ONLY during an active Game and never wave or brandish the pistol about in the staging area or the target area;
  - d. That shots anywhere on your body are hits, including head shots, and you are out if the Game and must place your barrel plug in the marking place both hands above your head and announce that you are out.
5. I agree to ask the Sponsor for clarification of any rule or safety procedure, for further instructions as regards anything that I do not understand about the equipment and supplies as regards anything else that way effect the safety of or playing the Game.
6. I am 18 years or older, if not my parents and/or guardian \_\_\_\_\_ has accepted the terms of this agreement on my behalf and assumes the liability as set forth in this agreement.
7. I have read this waiver or liability and assumption of risk carefully, and understand that by signing below, I am agreeing, on behalf of myself, my estate, my heirs, representatives and assigns not to sue Maximum Paintball, Shane Hartson and/or his spouse, agents, or employees or to held them or their insurers liable for injury including death, resulting from my participation in playing paintball, I intend to be fully bound to this agreement.

By virtue of my signature, I acknowledge and agree to all terms and conditions set forth on this form.

\_\_\_\_\_  
Signature of Player

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Gaudian

\_\_\_\_\_  
Date