

## Wild West Paintball & Airsoft Park

### READ CAREFULLY- WAIVER AND RELEASE OF LIABILITY AGREEMENT

(Good thru 12-31-2017)

In consideration of Wild West Paintball & Airsoft Park furnishing services and / or equipment to enable me to participate in paintball and airsoft game, I agree as follows:

I have been fully informed by Wild West Paintball & Airsoft Park of all hazards and risk associated with playing paintball and airsoft. I, \_\_\_\_\_ fully understand and acknowledge that:

1. Risk of injury from paintball, airsoft, 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 take place outdoors and therefore includes risk associated with exposure to elements, excessive heat, hypothermia, impact of body upon the water, injection of water into my body orifices, encountering objects with natural or man-made, expose to animals with attendant risk of kicking, biting, shying away, off or otherwise moving in an unanticipated manner causing injury and/or death.
4. My own negligence and/or other negligence, including but not limited to operator error and guide decision making including misjudging terrain, rapids, weather, trails, and tours location.
5. Attacked by or encounter with insects, reptiles, and/or animals.
6. Accidents or illness occurring in remote places where there are not any 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 each and everyone of these risks is not complete and that unknown or unanticipated risk may result in injury, illness, or death.

I am fully understanding by entering this Agreement that I am not relying on any written or verbal, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify and it's owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of paintball and airsoft equipment or my participation in paintball and airsoft activities, I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Wild West Paintball and Airsoft Park

I understand any merchandise of Wild West Paintball and Airsoft Park used, borrowed or rented that is in the care of the receiver will be returned that same day in the condition and operation it was received in. If the merchandise is damaged, not functioning properly or missing, the responsible party will fully compensate owner of that product.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE WILD WEST PAINTBALL AND AIRSOFT PARK FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Print Name: \_\_\_\_\_

Age: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone #: \_\_\_\_\_

Today Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Email: \_\_\_\_\_

**For Participants of Minority Age**, this is to clarify that I, as Parent and/or Guardian with legal responsibility for the participant do consent and agree in addition to his/her release of all releases, and indemnify the releases from any and all disabilities incident to his /her involvement in these programs for myself, my heir, assigns, and next of kin.

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Signature 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.

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Name of Parent or Legal Guardian Print Only

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Name of Minor Print Only