



RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

In consideration of participating in the sport of paintball, and for other good and valuable consideration, I hereby agree to release and discharge from any and all liability arising from negligence or otherwise **Crosshairs Paintball LLC** and its owners, directors, officers, employees, agents, representatives, volunteers, participants, and all other individuals or entities acting for them (hereinafter referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

- 1) I acknowledge that the sport of paintball involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, blindness, bruises or other injuries caused by markers; injuries caused by falls or collisions with objects, other participants, or uneven surfaces; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
- 2) I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary, and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to any physical or medical conditions, then I will immediately discontinue participation.
- 3) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or any agent thereof be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 4) I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety or the safety of others in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
- 5) In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
- 6) I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full effect.

By signing this document, I agree that if I am hurt or my property damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. I have read this entire document, understand the content therein, and agree to the stated terms and conditions.

Date _____

Signature _____

Printed Name _____

Address _____ City _____ State _____ Zip _____

Telephone (_____) _____ Email _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT

In consideration of _____ (PRINT minor child's name) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____ Date _____