

READ CAREFULLY

WAIVER AND RELEASE OF LIABILITY

MINIMUM AGE IS 10 YEARS OLD

In consideration of ZwackerZ Paintball LLC furnishing services and/or equipment to enable me to participate in Paintball games, I agree as follows:

I fully understand and acknowledge that; (a) risks and dangers exist in my use of paintball equipment and my participation in paintball activities; (b) my participation in such activities and/or use of such equipment may result in my injury or illness including but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of ZwackerZ Paintball LLC, the negligence of others, the negligence of the participants, accidents, breaches of contract, the force of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or part by the negligence or other conduct of the owners, officers, members, agents, employees, special promoters, or supplies of ZwackerZ Paintball LLC.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold blameless, hold harmless, defend and indemnify ZwackerZ Paintball LLC, 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 equipment or my participation in paintball 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, members, employees, special promoters or suppliers of ZwackerZ Paintball LLC.

I agree to be responsible for loss, theft, or damages to any Zwackerz Paintball LLC equipment.

In consideration for value received, receipt whereof is acknowledged, I hereby give ZwackerZ Paintball LLC a nonexclusive license to any and all photographic, digital, film, or video images captured, taken, or developed from the ZwackerZ Paintball LLC facilities and to the use by ZwackerZ Paintball LLC of said images without limitation.

I understand and agree that ZwackerZ Paintball LLC is not responsible for the loss or theft of personal property.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE ZwackerZ Paintball LLC, STAFF, VOLUNTEERS, SUPPLIERS, SPECIAL PROMOTERS, LANDOWNERS OR ANY OTHER SUCH PERSON FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

THIS WAIVER EXPIRES DECEMBER 31, 2017 AT 11.59 PM.

Date: _____

Age: _____

PRINT Player Name:

Address:

Street _____

City _____

State _____

Zip Code _____

Email Address: _____

Emergency Contact
Person: _____

Emergency Phone Number: () -

Signature:

Signature of Parent/Guardian (if participant is less than 18 years
old) _____