

AGREEMENT. RELEASE OF LIABILITY AND ASSUMPTION OF RISK
THE SPORT OF PAINTBALL COULD CAUSE SERIOUS INJURY OR EVEN DEATH

NOTE Read each paragraph carefully and initial where indicated (). This indicates you understand the information and terms contained therein and you accept and sign it of your own free will.

Please Print Clearly the Following Information:

Participant

Last Name	First Name	Middle
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Address	City	State	Zip
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Date of Birth

Parent/Legal Guardian (If Participant is under 18 years of age)	Work Phone	Cell Phone
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In consideration of being permitted to use the facilities, services, equipment and activities offered by Pin Oak Creek RV Park and Mid Life Crisis, Inc. to engage in paintball and related activities, hereinafter collectively referred to as "paintball activities" I, (print name) _____, being of lawful age (18 years or older), by signing my initials at each paragraph and my signature at the end of this document do indicate that I understand and hereby agree as follows: ()

PARTIES INCLUDED: I understand that this Agreement, Release of Liability and Assumption of Risk (hereafter "Agreement") includes: Pin Oak Creek RV Park and Mid Life Crisis, Inc., their owners, partners, officers, directors, members, employees, agents, any manufacturers of equipment used, anyone working with or for Pin Oak Creek RV Park and/or Mid Life Crisis, Inc., and anyone participating or involved in my "paintball activities" (hereinafter collectively referred to in this Agreement as "POC") and myself, to include my heirs, successors, assigns, personal representatives, spouse, family members, and estate. ()

RISKS CONTEMPLATED: This Agreement is made in contemplation of all "paintball activities", including but not limited to the risks involved in use of the premises, facilities, equipment and services offered by POC; (1) the acts, omissions or negligence in any degree of POC; (2) latent or apparent defects or conditions in equipment, property or the facilities provided by POC; (3) my own physical condition, or my own acts or omissions; (4) rescue, first aid, emergency treatment or services rendered or failed to be rendered by POC. I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive. ()

RELEASE FROM LIABILITY: I hereby release POC from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in the "paintball activities", even if caused by the negligence or other fault of POC. ()

COVENANT NOT TO SUE: I further agree that I will not sue or make claim against POC for damages or other losses sustained as a result of my participation in “paintball activities” even if caused by the negligence or other fault of POC. ()

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold POC harmless from all claims, judgments and costs, including but not limited to attorneys’ fees, and to reimburse them for any expenses whatsoever incurred in connection with any action brought as a result of my participation in “paintball activities”. ()

ASSUMPTION OF RISK: I understand that “paintball activities” are inherently dangerous. I expressly and voluntarily assume all risk of death or personal injury sustained while participating in “paintball activities”, whether or not caused by the negligence or other fault of POC, including but not limited to, equipment malfunction from whatever cause, inadequate training, any deficiencies in the premises where said “paintball activities” are being held or conducted, rescue attempts, or any other injury I may sustain, even if caused by the negligence or any fault of POC. ()

FINANCIAL RESPONSIBILITY: I assume all financial responsibility while participating in “paintball activities”, whether or not caused by the negligence or other fault of POC, for any medical expenses or damages to any person, property, equipment or POC, including myself. ()

PARTIES BOUND BY THIS AGREEMENT: It is my understanding and intention that this Release and Agreement be binding not only on myself, but on anyone or any entity, including my estate and my heirs, that or who may be able to or does sue because of my injury or death. It is further my understanding and agreement that this Release is intended to and does release POC from any and all claims or obligations whatsoever arising in any way from my participation in “paintball activities”, even if caused by negligence or other fault. ()

LIMITATION OF WARRANTY: POC hereby warrants that the equipment provided by POC has been previously used for “paintball activities”. This warranty is the only warranty made and is made in lieu of any other warranties, express or implied, including but not limited to warranty of merchantability or fitness for a particular purpose. I have read the above paragraph, acknowledge that I understand it, and accept the limitation of warranty. ()

MEDICAL STATEMENT: I, (print name) _____, recognize that paintball is a strenuous, athletic, and vigorous endeavor and that I may be subject to health risks not normally associated with other sports. I am not aware of and am not under treatment for any physical infirmity or chronic ailment or injury of any nature that would affect my ability to play or participate in “paintball activities” safely. ()

PIN OAK CREEK RV PAINTBALL PLAYER SAFETY RULES: I hereby certify that I have read, understand and agree to abide by the Pin Oak Paintball Player Safety Rules provided herewith, and as may be later modified, recognizing that any violation may subject me to mandatory expulsion from POC. ()

ENFORCEABILITY: I agree that if any portions of this Agreement are found to be unenforceable or against public policy, that only that portion shall fail, but I specifically waive any unenforceability or any public policy argument that I may make or that may be made on behalf of my estate or by anyone who would sue because of my injury or death. ()

DURATION OF RELEASE: I understand and it is my intention that this Agreement be effective for my first "paintball activity" and for any subsequent "paintball activities" in any way associated with POC. ()

I HAVE READ THIS AGREEMENT, RELEASE OF LIABILITY AND ASSUMPTION OF RISK, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

Participant Signature

Date

**FOR PARTICIPANTS OF MINORITY AGE
(Under Age 18 at time of Registration)**

This is to certify that I, as parent/guardian with legal responsibility for this Participant, do consent and agree not only to his/her release of POC, but also to release and indemnify POC from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

I, the undersigned, do hereby certify that I am the parent/legal guardian of _____.

I do hereby give my consent to POC to allow him/her to participate in this activity. I agree to be bound by the terms, conditions and limitations set forth herein. I am signing of my own free will and volition.

Parent/Guardian Signature

Date

Pin Oak Creek RV Paintball Player Safety Rules

1. **SAFETY GOGGLES** must be worn by anyone in the playing field and target range at all times. Only goggles specifically approved for paintball that provide full face and ear protection are allowed. Modifications are strictly prohibited. ()

2. **NO SHOOTING** in any areas other than the designated playing field and/or target range. No shooting into or out of the registration area, neutral zones or parking area. Markers may only be discharged on the active field of play. ()

3. **BARREL BLOCKING DEVICES** must be in place at all times anywhere on the property other than the designated playing field and target range. Barrel blocking devices must be specifically designed and manufactured for paintball markers. ()

4. **AIR TANKS** must be removed from marker anywhere on the property other than the designated playing field and target range. ()

5. **NO BLIND SHOOTING.** If you cannot see it, do not shoot at it, and **NO SHOOTING** at wildlife, airplanes, automobiles, parachutist, etc. No intentional shooting upward into free air. ()

7. **NO CLIMBING** of trees, vehicles, or any structure 4' or higher. Castles, forts or towers must be clearly marked on the field of play and meet our safety guidelines. ()

8. **NO PHYSICAL CONTACT** ()

9. **NO CONSTRUCTION OF BOOBY TRAPS** ()

10. **NO ILLEGAL DRUGS** are allowed on the premises. Anyone engaging in these activities or who is impaired will be ejected from the field. Repeat violators will be banned from the facility permanently. ()

11. **NO ALCOHOL** is to be consumed by players prior to or during play. Anyone impaired from alcohol consumption will be ejected from the field. ()

12. **NO VERBAL ABUSE**, profanity, name-calling, or slurs against anyone's race, religion, or family members and friends will be tolerated. ()

13. **NO SMOKING** except in designated areas approved by the field operator. ()

14. **MODIFICATIONS ARE PROHIBITED.** Players are not allowed to modify safety goggles, rental markers, bunkers, or any property on the premises. ()

15. **NO UNAUTHORIZED EQUIPMENT** or potentially dangerous gear is allowed. All firearms, knives, machetes, paint mines, etc. are prohibited. The field operator must approve all equipment allowed on premises. ()

16. **SPECTATORS** are required to wear safety goggles unless they remain a minimum of (5) five feet behind the safety netting at all times. **NO** exceptions. ()

17. **FIELD PAINT ONLY.** The use of outside paint is prohibited. ()

18. **JUDGES DECISIONS ARE FINAL.** Players and/or spectators will not be allowed to argue with the referees under any circumstances. ()

19. **ANYONE WHO VIOLATES THESE SAFETY RULES AND GUIDELINES IS SUBJECT TO EXPULSION FROM "PIN OAK" WITH NO REFUND OF ANY FEES.** ()

I hereby certify that I have read, understand and agree to abide by the above Pin Oak Creek RV Paintball Player Safety Rules.

Participant Signature Date

Parent/Guardian Signature Date