

Dangerous Activity Liability Waiver

·READ BEFORE SIGNING·

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OR RISK, AND INDEMNITY AGREEMENT (“AGREEMENT”)

In consideration of participating in the SPORT OF PAINTBALL (herein the “Activity”) I represent, that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participating in the Activity. I acknowledge that I have a complete understanding of what the Activity entails.

I fully understand that this Activity involve risks of serious bodily injury, including, but not limited to, permanent disability, paralysis and death, which may be caused by my own actions, or inactions, or the actions and inactions of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the “Releasees” named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs and damages I incur or inflict on others as a result of my participation in the Activity. Additionally, I agree to INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or costs any of my actions may create when I am engaged in this Activity.

I hereby release, discharge, and covenant not to sue Midwest Adventure Park LLC, its Respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASEES” herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence or the “Releasees” or otherwise, including negligent rescue operations; and I further agree that if, despite the release, waiver of liability, and assumption of risk I, or anyone on behalf of me or my estate, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any loss, liability, damage, or cost which any Releasees may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and fully understand that by signing this I will give up substantial rights, and have signed it freely and without any inducement and assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

_____ Date Signed: _____
Printed Name of Participant

_____ Date of Birth: _____
Signature of Participant

Phone#: _____ E-mail: _____
(For mailing list only)

_____ City and State _____ Zip code _____
Address

PARENTAL CONSENT (Required for any participant under the age of 18)

AND I, an individual who represents and acknowledges that I have the right to sign on behalf of the minor as the minor’s parent and/or legal guardian, understand the nature of the above Activity and the minor’s experience and capabilities and believe the minor to be qualified to participate in such Activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor’s account caused or alleged to have been caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Release may incur as the result of any such claim.

_____ Date of Birth _____
Printed Name of Parent/Guardian

Signature of Parent/Guardian Emergency Phone #(s)