# XTREME PAINTBALL

413-626-8212
www.xtremepbma.com

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

**Date_____**

In consideration of participating in the **SPORT OF PAINTBALL** I represent, that I understand the nature of this 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 fully understand that this Activity involve risks of serious bodily injury, Including permanent disability, paralysis and death, which may be caused by my own actions , or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releases" 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 as a result of my participation in the Activity

I hereby release, discharge, and covenant not to sue **Xtreme Paintball**, 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 "RELEASES" 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 "releases" or otherwise, including negligent rescue operations; and I further agree that if , despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releases, I will indemnify, save, and hold harmless each of the releases from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it 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.

| _____ | _____ | _____ | _____ |
|---|---|---|---|
| Printed name of Participant | Age | Date of Birth | Phone Number |

| _____ | _____ |
|---|---|
| Signature of Participant | Street Address |
| _____ | _____ |
| Email Address | City, State, Zip Code |

**PARENTAL CONSENT**

AND I, the minor's parent and /or legal guardian, understand the nature of the above referenced activities 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 Releases 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 releases 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 Releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releases from any litigation expenses, attorney fees, loss liability, damage, or cost any Release may incure as the result of any such claim.

| _____ | _____ |
|---|---|
| Printed name of parent/guardian | Signature of parent/guardian |