

Tempe Paintball Inc. Waiver and Release of Liability

(Please Write Legibly)

Participants Name: _____ BIRTHDAY: _____

HOW DID YOU HEAR ABOUT US: _____ ***MUST BE 10 YEARS OLD TO PLAY***

I understand, agree and acknowledge that this waiver and Release of Liability cover every paintball activity and event in which I participate hereafter. In consideration of Tempe Paintball, Inc furnishing services and/or equipment and facility to enable me to participate in paintball games. I specifically understand and acknowledge that I am releasing, discharging and waiving any claims of action that I may have presently or in the future for the negligent acts caused or alleged to be caused by the conduct of the owners, agents, officers, volunteers, Cooper Park LLC or employees of the Released Parties (as defined below). I agree to assume all risks incidental to participation. In the consideration of participation 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 understand that all floors will be slippery** due to the nature of paintball and will wear appropriate footwear. Even though I wear appropriate footwear there is a possibility I can slip or fall in the facility and assume this risk. For safety I will not "drop and roll", jump off of props or furniture at any time.

I WILL AT ALL TIMES WEAR MY SAFETY GOGGLES OR RISK PERMENANT EYE DAMAGE OR BLINDNESS. I acknowledge that accidental discharge of paintballs ANYWHERE in the facility may take place and I assume this risk as my own. I fully understand and acknowledge the risk and dangers exist in my use of the paintball facility and equipment and may include but are not limited to ANY-bodily injury, heat related illness, heart attack, scarring, disfigurement, loss of eyesight, bruising, joint, bone or ligament injury. I understand that although the field operator and staff will attempt to enforce safety and playing rules, I may be injured or die as a result of others not following the rules. On my own behalf and/or the behalf of my minor child or ward, and on the behalf of their heirs, executors or next of kin, I hereby indemnify and hold harmless each and all of the released parties against any claims, actions, suits, costs and expenses (including lawyers fees), damages of any nature arising out of or in a way connected with me or my minor child or wards participation in or observing of paintball activities at the Tempe Paintball, Inc facility or at a mobile event. I further authorize medical treatment for minor child and/or my ward, or me at my expense, if the need arises. For the purpose hereof, the "released parties" are all those mentioned above. I further understand that no refund of any fees will be given for expulsion from the facility for any reason including disciplinary action. I agree to follow the rules of Tempe Paintball at all times and will not be on the premises or playing under the influence of alcohol or drugs. I will not engage in unsportsmanlike conduct. I have read this RELEASE AND WAIVER OF LIABILITY, ASUMPTION OF RISK, AND INDEMNITY AGREEMENT, and understand that by signing it on my behalf or that of my child/ward that I have given up substantial rights and have signed it freely and without inducement and assurance of any nature and intended it be complete and unconditional release of all liability to the greatest extent allowed by law and agree that is any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. **Read Carefully Before Signing**

We try our best to confirm birthdays/ages but regardless of date the birthday is written the signer acknowledges that the player is 10 years or older. In the event the player is found not to be 10 years old the signer accepts full and complete responsibilities in the event of any unforeseen injuries in the paintball facility or may be asked to discontinue play without refund.

Signature (parent if minor): _____ Today's date: _____

Emergency name/number: _____

Initial if you would like this contract to last for next 6 months of future visits: _____