THIS IS A RELEASE OF LIABILITY AND RENATAL AGREEMENT -- READ BEFORE SIGNING

NOTE: THIS FORM MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS ALLOWED TO TAKE PART IN ANY PAINTBALL EVENT

Zip Code:

Emergency #:

Age:

Top two fields office use only

PERFORMANCE PAINTBAI	Ļ
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www.reaperpb.com

585.328.0250

Play Date: **Group Name:**

First Name:

Last Name:

Mailing Address:

City:

State:

E-Mail Address:

Phone #:

Date of Birth:

##/##/####

IN CONSIDERATION of being permitted to participate in any way in the sport and activities of paintball under the auspices of Performance Paintball, I acknowledge,

- 1. The risk of injury from the activity and weaponry involved in paintball is significant, including the potential for permanent disability and death, and while particular protective equipment and personal discipline will minimize this risk, the risk of serious injury does exist;
- 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of those persons released from liability below, and assume full responsibility for my participation; and,
- 3. I understand that the activities of paintball are physically and mentally intense. I understand the rules of play and will comply with all rules and regulations. If I observe any unusual or unnecessary hazard during my participation, I will bring such to the attention of the nearest official as soon as practical; and,
- 4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS PERFORMANCE PAINTBALL PARK (PPP), the owners and lessors of premises used to conduct the paintball activities, their officers, officials, agents and/or employees ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, except that which is the result of gross negligence and/or wanton misconduct.
- 5. I understand and agree that this Release of Liability Agreement covers each and every paintball activity and event in which I participate hereafter. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature:

Date Signed:

Player

##/##/####

PLAYERS 10 - 17 YEARS OLD - MUST HAVE PARENT OR GUARDIAN SIGN BELOW

AND I, THE MINORSPARENT AND OR EVENT GUARDIAN, UNDERSTAND THE NATURE OF THE ABOVE REFEREACED ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED TO PARTICIPATE IN SUCH ACTIVITY, I HEREBY RELEAS, DISCHARGE, COVEANT NOT TO SUE AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASES FROM ALL LIABILIT, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCIDENT CAUSED OR ALLEGED TO HAVE BEEN CAUSED IN WHOLD OR IN PART BY THE NEGLIGENCE OF THE RELEASES OR OTHE RWISE, INCLUDING NEGLIGEAT RESCUE OPERATIONS, AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MONOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE ABOVE RELEASES, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASES FROM ANY LIGATION EXPENCES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY RELEASE MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Signature:

Date Signed:

Parent / Guardian

##/##/####

RENTAL AGREEMENT:

I agree that I am renting the equipment listed on this form (marker, hopper, CO2 / HP tank, goggles/arm-band/barrel plug) AS IS, and further agree to be SOLELY RESPONSIBLE FOR THE EQUIPMENT RENTED TO ME, while it is in my possession. I further agree to use the equipment ONLY in the manner of which it was intended and that any lost, stolen, or damaged equipment must be immediately paid for at full replacement cost. I agree to return all equipment at the end of my session and prior to leaving the facility. I understand that I am required to provide Performance Paintball a valid driver's license or credit card, and agree that Performance Paintball will retain the same until ALL INDIVIDUAL OR GROUP EQUIPMENT IS RETURNED AND ACCOUNTED FOR. I further authorize Performance Paintball to charge my credit card for the replacement cost(s) of the item(s) damaged or not returned, plus all other fees incurred such as, but not limited to: Labor, bench fees, shipping, handling, phone charges, etc.

Marker Air System Model

Goggle **Chest Protector Barrel Cover** Hopper

Signature: **Date Signed:**

> Renter ##/##/####

Industry Insurance Programs Performance Paintball Park = PPF

NATIONAL SPORTS ENTERTAINMENT & RECREATION ASSOCIATION

Phone: (585) 235-5290

www.nsera.com/paintb: