

# PERFORMANCE PAINTBALL PARK WAIVER FOR PLAY WAIVER AND RELEASE OF LIABILITY READ CAREFULLY

In consideration of Performance Paintball, Inc. furnishing services and/or equipment to enable me to participate in Paintball, I agree as follows:

I fully understand and acknowledge that; (a) risks and dangers exist in my use of Paintball equipment and my participation in Paintball activities; (b) my participation in such activities and/or use of such equipment may result in my injury or illness including but not limited to bodily injury, disease, strains, fractures, partial and or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by negligence of the owners, employees, officers or agents of Performance Paintball, Inc. the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, officers, members, agents, employees, special promoters, or suppliers of Performance Paintball.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Performance Paintball, and it's owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Paintball equipment or my participation in Paintball activities, I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, members, employees, special promoters or suppliers of Performance Paintball.

I agree to be responsible for loss, theft, or damages to any Performance Paintball, Inc. equipment.

In consideration for value received, receipt whereof is acknowledged, I hereby give Performance Paintball, and their photographers the absolute right and permission to publish, copyright and use pictures (including moving pictures) of me in which I may be included in whole or in part, composite or retouched in character or form: If the person photographed is under 18, I certify that I am his or her parent or legal guardian and I give my consent without reservation to the foregoing on his or her behalf.

In consideration for value received, receipt whereof is acknowledged, I hereby give Performance Paintball, a nonexclusive license to any and all photographic, film, or video images captured, taken, or developed from the Performance Paintball, Inc. Park and to the use by Performance Paintball, of the images without limitation.

I understand and agree that Performance Paintball, Inc. is not responsible for the loss or theft of personal property.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE PERFORMANCE PAINTBALL, INC., ITS STAFF, VOLUNTEERS, SUPPLIERS, SPECIAL PROMOTERS, LANDOWNERS OR ANY OTHER SUCH PERSON FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Name of Player	Player's Age
Player's Address: City, State, Zip Code	Player's Birthdate
Player's Signature	Today's Date
	Phone Number

### PARENT OR GUARDIAN INFORMATION FOR PLAYERS UNDER THE AGE OF 18

I, THE MINOR'S PARENT OR GUARDIAN UNDERSTAND THE NATURE OF THE ABOVE REFERANCED ACTIVITY AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE FULLY QUALIFIED TO PARTICIPATE IN SUCH ACTIVITIES.

Parent or Guardian Name for players Under 18	Emergency Phone Number
Parent or Guardian Signature	Today's Date

### FIELD USE ONLY

BASIC RENTAL	F/A RENTAL	DRIVER'S LICENSE	CHEST PROTECTOR	GOGGLES	AIR SYSTEM
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RETURNED  
RENTAL

**\*\* NO \*\***

**OUTSIDE  
DRINKS  
ALLOWED**

**\*\* NO \*\***

**OUTSIDE  
PAINTBALLS  
ALLOWED**

**\*\* DO NOT \*\***

**SHOOT  
PAINTBALLS  
OVER THE NETS**

**\*\* DO NOT \*\***

**PICK UP  
PAINTBALLS  
OFF OF THE  
GROUND**

**ANY PLAYER  
VIOLATING  
THESE TERMS  
WILL SIT OUT  
1 GAME**

**\*\* I \*\***

**AGREE**