

# WAIVER AND RELEASE OF LIABILITY

## Wild Adventure Paintball, Inc.

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Wild Adventure Paintball, Inc. = WAP

www.wildadventurepaintball.com  
(916) 396-7435

In consideration of WAP furnishing services and/or equipment to enable me to participate in paintball games and/or airsoft games, I agree as follows:

I fully understand and acknowledge that; (a) risks and dangers exist in my use of Paintball and/or Airsoft equipment and my participation in Paintball and/or Airsoft 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) there are inherent hazards and/or risks associated with possible equipment failure and/or malfunction of my own or other's equipment; (d) This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, impact of the body upon the water, injection of water into my body orifices, encountering objects either natural or man-made, exposure to animals with the attendant risks of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death; (e). Risks associated with my own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, rapids, weather, trails, and route location; (f) Potential risks of attack by or encounter with insects, reptiles, and/or animals; (g) these risks and dangers may be caused by the negligence of the owners, employees, officers, volunteers or agents of WAP; the negligence of 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 (h) 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, agents, officers, volunteers, employees of WAP, or by any other person.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify WAP and its owners, agents, officers, volunteers and the employees from any and all claims, actions of losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Paintball and/or Airsoft equipment or my participation in Paintball and/or Airsoft 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 negligent acts or other conduct the owners, agents, officers, volunteers or employees of WAP. This waiver is good through 3/1/2013.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforced.

### MEDICAL PERMISSION AUTHORIZATION

If the participant is of minority age, the undersigned parent or guardian hereby gives permission for WAP to authorize emergency medical treatment as may be deemed necessary for the child name below while participating in paintball games and/or airsoft games.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE WAP FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Name of Participant \_\_\_\_\_ Age \_\_\_\_\_ Date of Birth \_\_\_\_\_

Signature \_\_\_\_\_ Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Signature of Parent or Guardian (if less than 18 years) \_\_\_\_\_

Phone \_\_\_\_\_ email \_\_\_\_\_ Date \_\_\_\_\_