

**Voluntary Waiver of Liability, Release of Claims, Assumption of Risk and Indemnity  
Agreement for Participation in Dangerous Recreational Activities.  
("Agreement")**

- 1) I, (Name of Participant :) \_\_\_\_\_ (hereinafter "Participant"),  
(Type of Photo ID of Participant or Guardian: \_\_\_\_\_; ID#: \_\_\_\_\_)  
individually or by my below-named parent or legal guardian, covenant and agree: a) that I have read and understand the meaning of this Agreement and the Field Safety Rules distributed herewith; b) that I have attended one or more mandatory pre-play safety conferences and watched and understood the safety video; c) that I been informed of or otherwise understand the inherent hazards and risks associated with participation in or presence at the recreational activities commonly known as "Paintball, "Airsoft", and/or "Laser Tag", including the hazards and risks associated with the use of rental equipment and any transportation associated with such activities and or uses (hereinafter, collectively "Dangerous Activities").
- 2) I further understand and agree that risks and/or hazards resulting in illness, injury, disability, death, and/or damage to property customarily associated with participation in or presence at such Dangerous Activities include:
- a) My misjudgment of my own physical capacity and my ability to safely use my own or another's equipment including rental equipment.
  - b) Failures and/or malfunctions of my own or another's equipment, including rental equipment.
  - c) Exposure to the elements including: excessive heat; hypothermia; entrance of water into bodily orifices; encounters with land, water, or objects thereon, either natural or man-made; and exposure to animals, feral and domestic, behaving or moving in an unanticipated manner.
  - d) My own incompetence or carelessness or negligence and/or the incompetence or carelessness or negligence of others, including but not limited to operational error and decision-making by any person regarding terrain, rapids, weather, trails, routes, and locations.
  - e) Encounter with insects, reptiles, and/or animals resulting in injuries, disease (including tick and insect borne diseases ),and/or death.
  - f) Accidents or illness occurring in places without ready access to medical evacuation or facilities.
  - g) Fatigue, chill, and/or dizziness, which may diminish my reaction time and increase the risk of accident.
- 3) I further understand and agree: a) That the above list of risks and hazards commonly associated with participation in or presence at Dangerous Activities is not complete and that there are likely to be additional unknown, overlooked, or unanticipated risks and hazards; and b) That my and/or my child or ward's participation in or presence at such Dangerous Activities could result in damage to my, their, or our property and/or in my or their injury, illness, or death.
- 4) I further understand and agree that this Agreement shall be binding to the fullest extent permitted by law; and if any word, term, or provision of this Agreement is found to be unenforceable, the remaining words, terms, or provisions shall, insofar as is legally possible, remain in full force and effect.
- 5) I also further understand and agree that Modern Paintball, LLC, its successors and assigns requires me to grant and release to it without further permission or consideration, the right to use any photograph or likeness of me taken on the premises for its marketing, publicity, and/or advertising purposes.

**Nonetheless:**

**(For Execution by Legally Capable Adult (18 years or older) Participant):**

6A) In consideration of my being permitted to participate in or be present at the aforesaid Dangerous Activities, and fully understanding that the range of risks and hazards that are or could be associated with such participation or presence is not or cannot be adequately described, I, by my signature below, nonetheless hereby, represent, warrant, covenant, and agree:

i) THAT I HAVE ATTAINED THE AGE OF EIGHTEEN; THAT I HAVE THE REQUISITE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT; THAT I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS AND CONDITIONS; THAT I HAVE ALSO BEEN GIVEN THE OPPORTUNITY TO SEEK THE OPINION OF COUNSEL CONCERNING THIS AGREEMENT; THAT I HAVE SOUGHT SUCH COUNSEL OR DECLINE TO DO SO; THAT I AM LEGALLY BOUND BY ALL THE TERMS AND PROVISIONS OF THIS AGREEMENT; THAT IF FOR ANY REASON I DETERMINE THAT I DO NOT WANT TO TAKE PART IN OR I WANT TO WITHDRAW FROM THE AFORESAID DANGEROUS ACTIVITIES, I MAY DO SO AT ANY TIME, AND THAT IF I DO SO BEFORE ENTERING THE CHRONOGRAPH OR PLAYING AREA, I WILL RECEIVE A FULL REFUND; THAT I AM NOT RELYING ON ANY ORAL OR OTHER WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY MODERN PAINTBALL, LLC, AND/OR ITS RESPECTIVE OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, LESSORS, VOLUNTEERS, SUCCESSORS AND ASSIGNS, ("RELEASEE/S") OTHER THAN WHAT IS EXPRESSLY SET FORTH IN THIS AGREEMENT; THAT I HAVE GIVEN UP VERY IMPORTANT LEGAL RIGHTS BY SIGNING THIS AGREEMENT; THAT I AM NONETHELESS

DETERMINED TO PARTICIPATE IN OR ATTEND THE SAID DANGEROUS ACTIVITIES; AND THAT I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR UNDUE INFLUENCE.; AND

ii) I, FOR MYSELF AND MY ESTATE, HEIRS, SURVIVORS, EXECUTORS, OR ASSIGNS HEREBY AGREE TO RELEASE, SAVE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE AFORESAID RELEASEE/S FROM AND FOR ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION, INCLUDING ATTORNEYSFEES THRERFOR, BROUGHT BY ME OR BY OTHERS ON MY BEHALF FOR MY INJURY , ILLNESS, DISABILITY, AND/OR WRONGFUL DEATH, OR FOR LOSS OF OR DAMAGE TO PROPERTY CAUSED BY OR ARISING OUT OF THE AFORESAID DANGEROUS ACTIVITIES THROUGH THE ACTS OR OMISSIONS OF ONE OR MORE OF THE RELEASEES AND/OR ANY OTHER UNRELATED PERSON OR ENTITY.

\_\_\_\_\_  
(Signature of Participant)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name of Participant)

\_\_\_\_\_  
(Date of Birth)

\_\_\_\_\_  
(Participant’s Street Address)

\_\_\_\_\_  
(Town/City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Participant’s E-mail)

\_\_\_\_\_  
(Telephone)

Check to be on mailing list \_\_\_\_\_

**For Execution by Parent or Legal Guardian of a Minor or Incapable Participant:**

6B) In consideration of my ward or child’s being permitted to participate in or be present at the aforesaid Dangerous Activities at my or his or her own cost and expense, and fully understanding that the range of risks and hazards that are or could be associated with such participation or presence cannot be adequately described, I nonetheless, by my signature below, warrant represent, acknowledge, covenant, consent, and agree:

i) THAT I AM THE DULY AUTHORIZED PARENT OR LEGAL GUARDIAN OF THE BELOW NAMED PARTICIPANT, (“MY PARTICIPANT”); THAT AS SUCH PARENT OR LEGAL GUARDIAN I HAVE THE LEGAL CAPACITY AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON MY PARTICIPANT’S BEHALF; THAT I SHALL IDEMNIFY, DEFEND AND SAVE THE RELEASEES HARMLESS FROM ANY DAMAGE, INJURY , EXPENSE OR COST ARISING OUT MY MISREPRESENTATION OF MY AUTHORITY; THAT I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS AND PROVISIONS; THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO SEEK THE OPINION OF COUNSEL CONCERNING THIS AGREEMENT; THAT I HAVE SOUGHT COUNSEL OR DECLINE TO DO SO; THAT BOTH I AND MY PARTICIPANT ARE LEGALLY BOUND BY ALL THE TERMS AND PROVISIONS OF THIS AGREEMENT; THAT IF FOR ANY REASON I DETERMINE THAT MY PARTICIPANT SHOULD NOT TAKE PART IN OR WITHDRAW FROM THE AFORESAID DANGEROUS ACTIVITIES AT ANY TIME, I MAY SO NOTIFY THE MANAGEMENT AND MY PARTICIPANT WILL BE IMMEDIATELY WITHDRAWN; THAT IF I GIVE SUCH NOTICE BEFORE MY PARTICIPANT ENTERS THE CHRONOGRAPH OR PLAYING AREA, I WILL RECEIVE A FULL REFUND; THAT NEITHER I NOR MY PARTICIPANT ARE RELYING ON ANY ORAL OR OTHER WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY MODERN PAINTBALL, LLC, AND ITS RESPECTIVE OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, LESSORS, VOLUNTEERS, SUCCESSORS AND ASSIGNS, (HEREINAFTER “RELEASEE/S”) OTHER THAN WHAT IS EXPRESSLY SET FORTH IN THIS AGREEMENT; THAT I AND MY PARTICIPANT I HAVE GIVEN UP VERY IMPORTANT LEGAL RIGHTS BY MY SIGNING THIS AGREEMENT; THAT MY PARICIPANT IS NONETHELESS AUTHORIZED BY ME TO PARTICIPATE IN THE DANGEROUS ACTIVITIES; AND THAT I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR UNDUE INFLUENCE. ii) I, FOR MYSELF AND MY PARTICIPANT, AND OUR RESPECTIVE ESTATES, HEIRS, SURVIVORS, EXECUTORS, OR ASSIGNS HEREBY AGREE TO RELEASE, SAVE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE AFORESAID RELEASEE/S FROM AND FOR ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION, INCLUDING ATTORNEY’S FEES THEREFOR, BROUGHT BY ME OR MY PARTICIPANT OR BY OTHERS ON MY OR MY PARTICIPANT’S BEHALF, FOR ILLNESS, INJURY, DISABILITY, AND/OR WRONGFUL DEATH AND/OR FOR LOSS OF OR DAMAGE TO PROPERTY, CAUSED BY OR ARISING OUT OF THE AFORESAID DANGEROUS ACTIVITIES THROUGH THE ACTS OR OMISSIONS OF ONE OR MORE OF THE RELEASEES AND/OR ANY OTHER UNRELATED PERSON OR ENTITY.

\_\_\_\_\_  
(Printed Name of Minor Child or Ward)

\_\_\_\_\_  
(Date of Birth)

\_\_\_\_\_  
(Signature of Parent or Guardian)

\_\_\_\_\_  
(Today’s Date)

\_\_\_\_\_  
(Telephone of Parent or Guardian)

\_\_\_\_\_  
(Printed Name of Parent or Guardian)

\_\_\_\_\_  
Street Address of Parent or Guardian