

NATIONAL SPORTS ENTERTAINMENT & RECREATION ASSOCIATION

Industry Insurance Programs

● www.nsera.com/paintball

Sure Shot Paintball Inc.=SSP Phone: (717) 786-5511

RELEASE OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK READ BEFORE SIGNING

IN CONSIDERATION of being permitted to participate in any Paintball, Airsoft and/or Laser Tag activities including, but not limited to, playing, using the premises of, renting and operating equipment leased, sanctioned and/or operated by the above named vendor, I acknowledge and agree that:

I fully understand and acknowledge that; (a) risks and dangers exist in my use of Paintball, Airsoft and/or Laser Tag equipment and my participation in Paintball, Airsoft and/or Laser Tag 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 the negligence of the owners, employees, officers or agents of **SSP**; 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, agents, officers, employees of **SSP**, 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 **SSP** 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, Airsoft and/or Laser Tag 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 or employees of **SSP**. This waiver is good through **3/1/2011**.

MEDICAL PERMISSION AUTHORIZATION

If the participant is of minority age, the undersigned parent or guardian hereby gives permission for **SSP** to authorize emergency medical treatment as may be deemed necessary for the child named below while participating in Paintball, Airsoft and/or Laser Tag games.

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

Print Name

Age

Date of Birth

Phone

Signature

Address

City, State Zip

Signature of Parent/Guardian (if less than 18 years old)

E-mail

Date: _____

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OR RISK, AND
INDEMNITY AGREEMENT ("AGREEMENT")**

In consideration of **Sure Shot Paintball, Inc and Take Aim, Inc.** furnishing services and/or equipment to enable me to participate in paintball games and allowing me the use of part or all of the entire 183 acre **Sure Shot Paintball, Take Aim Playing fields and Yogi Bear's Jellystone Park Camp-Resort** facility including but not limited to the Camping Area, Recreation Center, Recreation Area, Picnic Pavilion, Ponds, Fire Rings, Roads, Paintball Playing Fields, etc., I agree as follows:

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 fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releases" named below; and that there may be other risks either not known to me or not readily foreseeable at this time: and I fully accept and assume all such risks and all responsibility for losses, costs and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue **Take Aim, Inc and Sure Shot Paintball, Inc., Yogi Bear's Jellystone Park Camp-Resort** and all lessors, its Respective administrators, directors, agents, officers, volunteers, employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence or the "releases" or otherwise, including negligent rescue operations: and I further agree that if, despite this waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releases, I will indemnify, save and hold harmless each of the releases from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement and assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is to be valid the balance, notwithstanding, shall continue in full force and effect

_____ date _____
Printed name of Participant

Signature of Participant

PARENTAL CONSENT

AND I, the minors parent and or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releases from all liability, claims demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the releases or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releases from any litigation expenses, attorney fees, liability, damage, or cost any Releases may incur as the result of any such claim.

_____ Date of birth _____
Printed name of Participant

Signature of parent/guardian

Emergency Phone Number