

## RELEASE OF LIABILITY AGREEMENT

I, the undersigned, understand and acknowledge that the program that I am about to attend and participate in is being presented by FIREMARK PAINTBALL. All the representatives, agents, owners of the property, or any other persons in charge of any such establishments or organizations, or their agents, servants, or employees concerning this paintball program shall herein be referred to as Hosts.

I, the undersigned, understand that paintball includes possible strenuous physical encounters and other paintball participants that could lead to serious injury, discomfort and, or, impairment.

By signing this release form, I give my full consent to such paintball interaction that may cause me bodily harm. I hereby acknowledge that I fully realize that during the participation. I will always at all times have the option of withdrawing from participation in any exercise or technique, and that it is my personal responsibility to decide which participation exercises that I will participate in. I hereby also represent that I am physically and emotionally fit to engage in this paintball program. I also acknowledge that the Hosts are under no obligation to require me to prove my degree of health and fitness. I further acknowledge that by entering into the program, that at any time during the paintball program I may be exposed to a risk or personal injury arising out of possible negligence, unavoidable accident, or otherwise, due to the very nature of the paintball program being participated in.

If my conduct, actions or statements while participating in or attending the paintball program are determined to be inappropriate or detrimental to the safety or well being of the other participants, or the program hosts, I shall willingly comply with the request of the Host director or his agents that I remove myself and my effects from the site of the paintball program immediately.

By signing this agreement and as part of the consideration for participating in or attending the paintball program, it is my stated intention to knowingly assume all risks involved in participating in or attending this paintball program, and to release the Hosts from any responsibilities or liability for any injury, physical or emotional, that I may sustain while participating in or attending the paintball program. I fully understand and agree that the Hosts will not be held liable for any injuries, damages, etc. caused by or resulting from negligence of the Hosts, and I covenant not to sue, and waive and release the Hosts from any and all responsibilities of personal injury to me.

I hereby waive any and all claims whatsoever that I or anyone else on my behalf may or could make with respect to such injury or damages. I further understand and agree that I will hold the Hosts harmless for any liability for any injuries, damages, etc. caused by me to other participants in or attending this paintball program, including the Hosts, which is caused in whole or in part by any of my acts, including negligent acts.

I agree for myself and successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this Agreement, I or my successors shall be liable for the expense (including, but not limited to, legal fees) incurred by the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally. A waiver of any provisions of this Agreement shall not be construed as a modification of any other provision, or as a consent to any other subsequent waiver or modification. I have fully read, understand and agree to everything stated in this release form.

Participant's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Last name, Middle int., First name

Date of Birth: month / day / year: \_\_\_\_\_ Phone #: ( ) \_\_\_\_\_

Address: \_\_\_\_\_

Signature or Parent/Legal Guardian: \_\_\_\_\_  
(If applicant is under 18 years of age)

Witness: \_\_\_\_\_ Date \_\_\_\_\_