

# Gear-Up Paintball, LLC

## Recreational Activity Release of Liability, Waiver of Claims, Express Assumption Of Risk and Indemnity Agreement

### A. Express Assumption of Risk Associated with Recreational Activities:

I hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as **Paintball/Airsoft/Laser Tag**, including the rental of equipment and transportation associated therewith of which I am about to engage in. Such inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or other's equipment.
3. 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.
4. 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.
5. Attack by or encounter with insects, reptiles, and/or animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

**I understand the description of these risks is not complete and that unknown, unanticipated and/or unforeseeable risks may result in injury, illness, or death.**

### B. Release of Liability, Waiver of Claims and Indemnity Agreement:

In consideration for being permitted to participate in the activity(ies) described above and all other related activities, I hereby agree, acknowledge and/or covenant as follows:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, whether causes by negligence or otherwise, Gear-Up Paintball, LLC, (herein referred to as Releasees).
2. I release Gear-Up Paintball, LLC and all its members, officers, directors, employees, servants, workman, representatives, agents, volunteers, and vessels (collectively referred to hereinafter as the "Releasees") from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the Releasees or otherwise. By executing this document, I agree to hold the Releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. I grant Gear-Up Paintball, LLC the right to use my likeness in any form for promotional purposes.
4. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this Agreement. 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.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
(Name of Participant, **PRINT ONLY**)

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

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

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

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

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(E-mail)

\_\_\_\_\_  
(Cell Number)

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

\_\_\_\_\_  
(Age)

**For Participants of Minority Age**, this is to clarify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this Participant, do consent and agree not only to his/her release of all releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heir, assigns, and next of kin.

\_\_\_\_\_  
(Name of Parent or Legal Guardian, **Print ONLY**)

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