

WAIVER AND RELEASE OF LIABILITY FORM

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

1. I, the undersigned wish to play **Paintball**. I recognize and understand that playing **Paintball** (hereinafter called the "Game") involves certain risks. Those include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the Game and injuries resulting from tripping or falling over obstacles in the Game playing field. In addition, I recognize that the exertion of playing the Game could result in injury or death.
2. Despite these and other risks, I fully understand such risks. I wish to play the Game and hereby assume the risks hold harmless the "Sponsors" and indemnify them all claims, actions, suits, procedures, costs, expenses (including legal fees and expenses), damages and liabilities arising out of, connected with, or resulting from the Game, including without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of any and all equipment used in the Game. I hereby, release the Sponsors from any and all such liability and I understand that this release shall be binding upon my estate, my heirs, my representatives, and assigns. I hereby, certify to the Sponsors that I am in good health and do not suffer from a heart condition or any other ailments which could exacerbated by the exertion involved in playing the Game. I further certify that I am 18 years of age or older.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of participating in the Game, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against **13th Monkey Paintball**, directors, officers, employees, agents, and representatives (all of whom are herein collectively referred to as "**the Releasees**");
2. **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury or expenses that I may suffer as a result of my participation in the Game due to any cause whatsoever, **INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES**;
3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEE** from any and all liability for any damage to property, of personal injury to, and third party, resulting from my participation in the Game.
4. **THAT THIS AGREEMENT** shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

PLEASE READ CAREFULLY

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AM AWARE BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL FIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTATORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I GIVE PERMISSION FOR PHOTOS TO BE USED FRO ADVERTISING PURPOSES.

SIGNED THIS _____ DAY OF _____, _____

Signature of Participant

Signature of Parent/Guardian of Participant
less than 18 years old

Please Print Participant name Clearly