

# WAIVER AND RELEASE OF LIABILITY

In consideration of Black River Sports Paintball / Air Soft ®furnishing services and/or equipment to enable me to participate in Paintball / Air Soft games, I agree as follows:

I fully understand and acknowledge that; (a) risks and dangers exist in my use of Paintball / Air Soft equipment and my participation in Paintball / Air Soft 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 negligence of the owners, employees, officers or agents of Black River Sports Paintball 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, officers, members, agents, employees, special promoters, or suppliers of Black River Sports Paintball.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Black River Sports Paintball / Air Soft ®, 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 / Air Soft equipment or my participation in Paintball / Air Soft 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, members, employees, special promoters or suppliers of Black River Sports Paintball / Air Soft ®.

I agree to be responsible for loss, theft, or damages to any Black River Sports Paintball or Black River Sports Air soft ™ equipment.

In consideration for value received, receipt whereof is acknowledged, I hereby give Black River Sports Paintball / Air Soft ®, and their photographers the absolute right and permission to publish, copyright and use pictures (including moving pictures) of me in which I may be included in whole or in part, composite or retouched in character or form: If the person photographed is under 18, I certify that I am his or her parent or legal guardian and I give my consent without reservation to the foregoing on his or her behalf.

In consideration for value received, receipt whereof is acknowledged, I hereby give Black River Sports Paintball / Air Soft ®, a nonexclusive license to any and all photographic, film, or video images captured, taken, or developed from the Black River Sports Paintball Park and to the use by Black River Sports Paintball / Air Soft ®, of the images without limitation.

I understand and agree that Black River Sports Paintball / Air Soft ®, is not responsible for the loss or theft of personal property.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE BLACK RIVER SPORTS PAINTBALL / AIRSOFT ®, BLACK RIVER SPORTS PAINTBALL STAFF, VOLUNTEERS, SUPPLIERS, SPECIAL PROMOTERS, LANDOWNERS OR ANY OTHER SUCH PERSON FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. THIS WAIVER EXPIRES 2/28/24 AT 11:59 PM.

\_\_\_\_\_ Signature of player if 18 years of age

Print Player Name:\_\_\_\_\_ Age\_\_\_\_\_ Birth date: \_\_\_\_\_ Today's Date : \_\_\_\_\_

Address City State Zip Code: \_\_\_\_\_

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

MINORS (information below for players under 18 years of age):

Emergency contact person for player under 18 years of age: \_\_\_\_\_

Emergency Contact Phone Number for player under 18 years of age: \_\_\_\_\_

Parent/Guardian Signature (If participant is less then 18 years old.) \_\_\_\_\_