

RELEASE FORM: WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in any way in the sport and activities of paintball under the auspices of the Paintball Authority, LLC, and/or The Old Bridge Paintball Club (the "Paintball Activities") I acknowledge, appreciate and agree that:

1. The risk of injury from the activity and weaponry involved in paintball is significant, including the potential for permanent disability and death, and while particular protective equipment and personal discipline will minimize this risk, the risk of serious injury does exist.
2. I fully understand and acknowledge that: (a) risks and dangers exist in my participation in paintball activities and my use of paintball equipment; (b) my participation in such activities and or use of such equipment may result in injury or damage to personal property including the potential for permanent disability and death; (c) these risks and dangers may be caused by the Paintball Activity operator, staff members or other participants, the condition of the real property equipment, by accidents, or by the forces of nature or other causes. Risks and dangers in Paintball Activities may arise from foreseeable or unforeseeable causes including, but not limited to, selection of trail or uneven terrain on the playing field, weather conditions, injuries and or welts or bruises caused by the paintballs, aggressive play by other participants, hazards associated with paintball such as being struck in the face or body, equipment failure, and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor, or recreational environment.
3. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of those persons released from liability below, and assume full responsibility for my participation.
4. I understand that the activities of paintball are physically and mentally intense. I am aware of the importance of knowing and abiding by the rules, regulations and procedures established for the safety of the paintball participants and have agreed to do so.
5. I, myself, and on behalf of my heirs, assigns, personal representatives and next of kin and on behalf of my child (if applicable), hereby release, discharge, and agree to indemnify and hold harmless from liability (i) Ronald Butler, Kim Butler, Kar-Rich Holding Co., Inc or any other owner(s) of the real property on which the activity occurs, (ii) the Paintball Authority, LLC, (iii) The Old Bridge Paintball Club; and (iv) the owners, directors, officers, managers, employees and agents of any of them (all of whom are "Releasees"), with respect to any and all injury, disability, death, or loss or damage to person or property, related to or arising out of participation in the "Paintball Activities" whether caused by the negligence or the Releasees or otherwise.
6. I understand and agree that this agreement covers each and every Paintball Activity and event in which I participate hereafter.
7. I hereby acknowledge that this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Releasees, and is intended to be as broad and inclusive as permitted by the laws of New Jersey and that if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
8. I am in good health. I understand that strenuous physical exertion may be required and I have no known physical disabilities or health problems which will present any risk to my participation in the activities.
9. I have been advised that I must wear approved protective eye goggles. I am responsible for providing my own appropriate goggles and other protective clothing or gear and take the full responsibility for same. I understand that the Paintball Authority, LLC and the other Releasees will not be inspecting, approving, or taking any responsibility for the adequacy of the protective gear or clothing I choose to utilize. I understand that it is recommended that I wear long pants and a long sleeved shirt when participating in the activity. It is recommended (but not required) that males wear athletic supporters with cups. I also understand and agree that the Paintball Authority, LLC and other Releasees will not be held responsible for damages to clothing or personal belongings, (Paintballs are water soluble, biodegradable, and nontoxic).
10. I permit the Releasees the royalty free use for commercial purposes or any photos, slides, film, videos or sketches of me taken during Paintball Activities.
11. I hereby certify that I am over the age of 18, or if the participant is not over 18, the undersigned as parent/guardian with legal responsibility for this participant, do make the above statements on the minor's behalf, and do consent and agree not only to his/her release of the Paintball Authority, LLC and all other Releasees, but also agree to release and indemnify the Releasees from any and all liabilities incident in any way to his/her involvement in these programs for myself, my heirs, and next of kin.
12. No promises, representations or inducements have been made to me except as are set forth in this agreement.

Signature of Participant

Date

Print Participant's Name – PLEASE PRINT LEGIBLY

Date of Birth

Address Town State Zip

Phone Number

Email Address

Emergency Contact and Phone Number

The undersigned represents that he/she is the legal guardian of the above participant. I hereby request that Releasees permit my child to participate in the Paintball Activities fully understanding that they are hazardous. I personally indemnify and hold the Releasees as defined in paragraph 5 hereof harmless from any damage, charge, claim, loss of expense (including reasonable legal fees in defending any such claim or enforcing this agreement) relating to or arising out of my child's participation in the Paintball Activities.

This indemnity and hold harmless agreement is intended to be in the widest permitted by law and is limited to include any claim related to or arising out of alleged negligence by Releasees or their agents. If any portion of this indemnity and hold harmless is determined to be invalid, the balance shall remain in full force and effect.

Signature of Guardian (if participant is under 18 years of age)

Print Name of Guardian

BY SIGNING ABOVE, I REPRESENT AND AGREE THAT I HAVE READ THIS RELEASE OF LIABILITY AGREEMENT AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND AND AGREE TO ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.