



# FTW PAINTBALL

## RELEASE AND WAIVER OF LIABILITY, ASSUPTION OR RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

**Date** \_\_\_\_\_ (This will be valid until December 31<sup>st</sup>, 2009)

In consideration of participating in the SPORT OF PAINTBALL hosted by FTW Paintball I represent, that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe even conditions are unsafe, I will immediately discontinue participating in the Activity.

I fully understand that this Activity and being on the premises where this Activity is being played involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others in attendance or participating in the event, the conditions in which the event takes place, or the negligence of the "releases" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activity WITHOUT LIMITATION. I understand that this activity WILL result in bruising and the breaking of skin from paintball impacts, and fully, accept this eventually and will hold harmless from all liability the "release" listed below. I further understand that other injuries may occur from the vigorous nature of paintball play, including, but not limited to joint injuries, ankle injuries, wrist injuries, head injuries, back injuries and more—I fully accept these possibilities/eventualities and more and will hold harmless from all liability the "release" listed below. I also release from liability and responsibility any damages that may occur to my personal and borrowed property—including, but not limited to, clothing, paintball equipment, vehicles, and more.

I hereby release, discharge, and covenant not to sue FTW Paintball, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be further agree that if, despite this release, waiver of liability, & assumption of risk I, or anyone on my behalf, makes a claim against any of the Releases, I will indemnify, save, and hold harmless each of the releases from ay loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely without and inducement and assurance of any nature and intend it to be a complete and unconditional release and of all liability. I agree that this waiver may be held indefinitely for future events and all above and below stated Waivers and Releases are in effect for all past, presents and future activities. I agree to all parts of this agreement without limitation. In plain language, I will NOT sue or file charges against FTW Paintball or anyone connected with them for any reason at any time.

\_\_\_\_\_  
**Printed name of Participant**

\_\_\_\_\_  
**Date of Birth (Must be over 10 years)**

\_\_\_\_\_  
**Signature of Participant**

\_\_\_\_\_  
**Phone Number w/ Area Code**

\_\_\_\_\_  
**Email (for field information only)**

\_\_\_\_\_  
**Team or Club name**

### Parental/ Legal Guardian Consent

AND I, the minor's parent and /or legal guardian understand the nature and intent of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I state and attest that the minor is over the age of ten years. I agree for myself and on the minor's behalf to all the statements of this Release and Waiver. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releases from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part be the negligence of the releases or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releases from any litigation expenses, attorney fees, loss liability, damage, or cost any Release may incur as the result of any claim-past, present, or future. In plain language, I agree for myself and on behalf of the minor, to all the statements and points on this agreement.

\_\_\_\_\_  
**Printed name of Parent/guardian**

X \_\_\_\_\_  
**Signature of parent/guardian**

Card # \_\_\_\_\_ Exp \_\_\_\_\_ CVC# \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

# Now, Get Out and Play!!!!!!