

Recreational Activity Release, Waiver, Assumption of Risk and Indemnity Agreement

I hereby affirm and acknowledge that I have been fully informed, advised and had the opportunity to investigate any and all of the inherent hazards and risks associated with the recreational activity generally described as "Paintball" or other activities, authorized or unauthorized, occurring on the Company's premises, including the rental of equipment, purchasing of paintball ammunition and any transportation associated therewith. 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. My own negligence and/or the negligence of others, including but not limited to operator error.
4. Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

HAVING HAD THE OPPORTUNITY TO INVESTIGATE, ASK QUESTIONS AND VIEW THE ACTIVITY AND BEING FULLY INFORMED TO MY SATISFACTION AS TO THE RISKS INHERENT THEREIN AND UNDERSTANDING THAT THE LIST HEREIN IS NOT COMPLETE, I AGREE TO ASSUME THE RISK OF ANY DAMAGE TO PROPERTY, AND INJURY, WHETHER FATAL OR NON FATAL, TO MYSELF OR OTHERS PARTICIPATING IN THE ACTIVITY AND I HAVE CHOSEN TO ASSUME THIS RISK FREELY AND VOLUNTARILY AND WITHOUT ANY UNDUE INFLUENCE AND WITH ANY AND ALL INFORMATION I DESIRED BEFORE MAKING SUCH CHOICE. IN THIS REGARD, I UNDERSTAND THAT THE DESCRIPTION AND LIST OF RISKS CONTAINED HEREIN ARE EXAMPLES AND ARE NOT A COMPLETE LIST AND THAT UNKNOWN OR UNANTICIPATED RISKS EXIST THAT MY RESULT IN INJURY ILLNESS OR EVEN DEATH IN CERTAIN CIRCUMSTANCES. REGARDLESS OF THE FOREGOING, I AGREE TO ASSUME THE RISK AND TO RELEASE THE COMPANY FROM ANY LIABILITY.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in any activity within the **Frisco Paintball** arena including but not limited to paintball, athletic and recreational training, I hereby agree and acknowledge the following:

1. I HEREBY RELEASE, INDEMNIFY AND AGREE TO HOLD HARMLESS THE COMPANY WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OF THE COMPANY, MYSELF, OR OTHER PARTICIPANTS.
2. THIS IS INTENDED TO BE A BROAD RELEASE AND SHALL INCLUDE THE COMPANY, THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS AND ANY AND ALL VESSELS FROM ANY AND ALL LIABILITY AND RESPONSIBILITY WHATSOEVER AND FOR ANY CLAIMS OR CAUSES OF ACTION THAT I, MY ESTATE, OR MY REPRESENTATIVES, HEIRS, SUCCESSORS, EXECUTOR OR ASSIGNS MAY HAVE FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH ARISING OUT OF OR IN ANY WAY RELATED TO THE ACTIVITIES AUTHORIZED HEREIN. BY EXECUTING THIS AGREEMENT, I HEREBY AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY FROM ANY INJURY, DISABILITY, DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY THAT MAY OCCUR AS A RESULT OF OR DURING MY ENGAGEMENT IN ANY AND ALL ACTIVITIES, AUTHORIZED OR UNAUTHORIZED, DURING AND WHILE ON THE PREMISES OWNED OR LEASED BY THE COMPANY
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Company or its agents other than what is set forth in this agreement and I WAIVE ANY CLAIM OF FRAUD OR FRAUD IN THE INDUCEMENT TO ENTER INTO 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 Adult Participant: _____

Signature of Adult Participant: _____

Date of birth of participant: _____

Address of Participant: _____

Phone number of Participant: _____

Email Address: _____

Date: _____

For Participants 17 years or younger, this is to clarify that I, as parent, guardian or temporary guardian with legal responsibility for this participant, have the authority and do hereby consent and agree not only to the release above, but also to release and indemnify the Company as set forth above.

Name of parent or adult legal guardian: _____

Signature of parent, legal guardian: _____

Name of Minor: _____

Date of birth of minor: _____