

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for the partaking in the activity of Airsoft/ paintball, I (print name) _____ I hereby release, waive, discharge and covenant not to sue Offroad Combat Adventures L.L.C., ATV Dogfighting Systems, LLC., Fighter Town Paintball Park LLC,. and City of El Mirage, participants, sanctioning organizations or any subdivision thereof, any persons in any restricted areas, rescue personnel sponsors, advertisers, inspectors, surveyors, underwriters, consultants, owners, officers, servants, agents and employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in the activity of paintball, or while in, on or upon the premises where the activity is being conducted, while in transit to or from the premises, or in any place or places connected with the activity.
2. I am fully aware of risks and hazards connected with being on the premises and participating in the activity, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in the activity, and I hereby elect to voluntarily participate in the activity, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death that may be sustained by and/or towards me, or any loss or damage to property owned by me, as a result of my being a participant in the activity, whether caused by the negligence of releasees or otherwise.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, impact of the body upon the water, injection of water into my body orifices, encountering objects either natural or man-made, exposure to animals with the attendant risk of kicking, biting, stinging, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death.
4. I further hereby agree to indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damage or costs they may incur due to my participation in the activity, whether caused by the negligence of any or all of the releasees, or otherwise.
5. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

** I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

In signing this release, I acknowledge and represent that:

- A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent; and
- D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.
- E. I understand it shall stay in effect and on file indefinitely, therefore future waivers need not be signed.

In witness whereof, I have hereunto set my hand and seal this ____ day of _____, _____

Participant Signature: _____ E-mail Address _____

Name Printed: _____

If participant is under the age of 18:

Witness/Parent Signature: _____

Witness/Parent Name Printed: _____