

BLACK OPS P A I N T B A L L

WAIVER AND RELEASE OF LIABILITY PLEASE READ CAREFULLY

In consideration of Black Ops Paintball LLC furnishing services and/or equipment to enable me to participate in Paintball, sport/airsoft/recreational activities, I agree as follows:

I fully understand and acknowledge that; (a) risks and dangers exist in my (or my dependents) use of Paintball equipment and participation in Paintball activities; (b) participation in such activities and/or use of such equipment may result in 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 Ops Paintball LLC, 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 participating 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, land owners, or suppliers of Black Ops Paintball LLC.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Black Ops Paintball LLC, and its owners, agents, officers, landowners, contractors 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 equipment or my participation in Paintball 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, contractors, employees, special promoters, landowners, or suppliers of Black Ops Paintball LLC. I agree to be responsible for loss, theft, or damages to any Black Ops Paintball LLC, or Black Ops Paintball LLC equipment. I understand and agree that Black Ops Paintball LLC is not responsible for the loss or theft of personal property, including property I have purchased from Black Ops Paintball and that it is my responsibility to properly secure my personal property, including paintballs.

In consideration for value received, receipt whereof is acknowledged, I hereby give Black Ops Paintball LLC, and their photographers, the absolute right and permission to publish, copyright and use pictures (including moving pictures) of myself 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 Ops Paintball LLC a nonexclusive license to any and all photographic, film, or video images captured, taken, or developed from the Black Ops Paintball LLC Location and to the use by Black Ops Paintball LLC, of the images without limitation. This document may not be modified in any form.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE BLACK OPS PAINTBALL LLC, BLACK OPS PAINTBALL LLC 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 one calendar year from date signed.

Player Signature if 18 years of age: _____ Date of Birth: _____

Print Player Name: _____ Today's Date: _____

Email: _____ Phone: _____

Address: _____ City: _____ State: _____ ZIP: _____

MINORS

Emergency contact information for player under 18 years of age:

Parent/Guardian Signature: _____

Contact Name: _____ Phone: _____