

ACTIVITY WAIVER, INDEMDITY, AND RELEASE OF LIABILITY

**PLEASE READ CAREFULLY AS THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS
REFUSAL TO SIGN THIS DOCUMENT DISQUALIFIES YOU FROM PARTICIPATING**

In exchange for participation in the activity of "Paintball" (inclusive of paintball and or all and any other activities related to and or within the day indicated within this document), organized by INSERT NAME of INSERT ADDRESS, and/or surrounding property owners and or affiliates of or adjacent to INSERT ADDRESS (herein known as "Surrounding Property Owners") and/or other individuals entering and/or using the property, facilities, and services, I agree for myself and (if applicable) for the members of my family, or minors to which I'm responsible, to the following:

1. I agree to observe and obey all rules and warnings, and further agree to follow any oral and or written instructions or directions given by INSERT NAME, and/or representatives or agents of INSERT NAME or Surrounding Property Owners.
2. I recognize that there are inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge INSERT NAME or Surrounding Property Owners for any and all injury, death, loss, or damage arising out of my (or my family's or minor's to which I'm responsible) participation, use of, or presence upon the facilities of INSERT NAME and/or Surrounding Property Owners, whether caused by the fault of myself, my family, acts of God or Nature, INSERT NAME and/or Surrounding Property Owners, or other third parties. I further assume full responsibility for any damages or injuries caused by negligence or willful acts of INSERT NAME and/or Surrounding Property Owners and/or other third parties participating (or not) within activity or throughout the day.
3. I agree to indemnify and defend INSERT NAME and/or Surrounding Property Owners against all claims, causes of action, damages, judgments, costs, or expense, including attorney fees and other litigation costs, medical, and/or all other expenses which may in any way arise from me (or my family's use, and/or minors for which I am responsible) or anyone else's presence upon INSERT NAME and/or Surrounding Property Owners.
4. I agree to pay for any and all damages to INSERT NAME and Surrounding Property Owners caused by my (or my family's or minors to which I am responsible) negligent, reckless, willful, or accidental actions.
5. Any legal or equitable claim that may arise from participation in the activity shall be resolved under New Jersey law.

Parent/Guardian of Minor Participating in Activity

6. I consent to the participation of _____ in said activity, and agree on behalf of the above minor (and/or family of minor if undersigned is acting as Guardian of minor) to all the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have authority (legal, parental, or guardianship appointed by the minor's legal guardian) for the duration of this day, over the custody of indicated minor (whether explicit or implied).
7. In the event of an injury to the above minor during the above described activities, I give my permission to INSERT NAME and/or Surrounding Property Owners or designated affiliates, representatives, or agents of INSERT NAME and/or Surrounding Property Owners to arrange for all necessary medical treatment(s) for which I shall be financially responsible. This temporary authority will begin on the date of this agreement and will remain in effect until terminated in writing by the undersigned or the immediate date after this agreement, whichever occurs first. INSERT NAME and/or Surrounding Property Owners shall have the following powers:
 - a. The power to seek appropriate medical treatment or attention on behalf of minor as may be required by the circumstances, including without limitation, that of a licensed medical physical and or hospital;
 - b. The power to authorize medical treatment or medical procedures in any emergency situation;
 - c. The power to make appropriate decisions regarding clothing, bodily nourishment, and shelter

BY SIGNING BELOW, I AGREE THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT, I FUTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Name: _____ Email _____
(Please Print)

Address: _____

Signature: _____

_____ Date