



**WAIVER AND RELEASE OF LIABILITY FORM**  
(ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS  
AND INDEMNITY AGREEMENT)

**By signing this document you are waiving certain legal rights, including the right to sue**

**ASSUMPTION OF RISK**

- 1) I, the undersigned, wish to play Paintball and/or all other activities. I recognize and understand that playing Paintball and/or other activities (hereinafter called the "Game") involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the Game and injuries resulting from tripping or falling over obstacles in the Game playing field. In addition, I recognize that the exertion of playing the Game could result in injury or death.
- 2) Despite these and other risks, and fully understanding such risks, I wish to play the Game and hereby assume the risks of playing the Game. I also hereby hold harmless Karters' Korner Ltd. operating as SPLATTERVILLE PAINTBALL (herein after called the "SPONSORS") and indemnify them against any or all claims, actions, suits, procedures, costs, expenses (including legal fees and expenses), damages and liabilities arising out of, connected with, or resulting from my playing the Game, including without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of any and all equipment used in the Game. I hereby release the Sponsors from any and all such liability, and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns. I hereby certify to the Sponsors that I am in good health and do not suffer from a heart condition or any other ailment which could be exacerbated by the exertion involved in playing the Game. I further certify that I am at least 19 years of age or I am the parent or legal guardian of the player of the Game and I agree to the next paragraph (3).
- 3) If the applicant is less than 19 years of age, the parents or guardians must execute the following release of liability, waiver of claims and indemnity agreement. The undersigned parent or parent having sole custody, or legal guardian, does hereby represent that he or she is, in fact, acting in such capacity, and agrees to save and hold harmless and indemnify each and all the sponsors and releasees referred to in this document from all liability, loss, cost, claim or damage whatsoever that may be imposed upon said parties because of any defect in or the lack of the minor's capacity to so act, and I release the said parties on behalf of both the minor and the parents or legal guardian.

**In consideration of myself or my child if younger than 19 years old participating in the Game, I hereby agree as follows:**

- 1) **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against Karters' Korner Ltd. operating as SPLATTERVILLE PAINTBALL, their directors, officers, employees, agents, Sponsors and representatives (all of whom are hereinafter collectively referred to as " the Releasees");
- 2) **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation in the Game due to any cause whatsoever, **INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;**
- 3) **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in the Game;
- 4) That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

**PLEASE READ CAREFULLY**

**I HAVE READ AND UNDERSTOOD THIS AGREEMENT. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATIONS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ Telephone # \_\_\_\_\_

Player's Name (Please print clearly): \_\_\_\_\_

Signature: \_\_\_\_\_

Adult Participant (19 years or older) \_\_\_\_\_ Parent/Guardian (if participant is less than 19 yrs old)

Witness Signature \_\_\_\_\_ Witness Name (Please Print)

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ Postal Code \_\_\_\_\_

B-Day (MM/DD/YYYY) \_\_\_\_\_ Email Address (I want to be kept informed)