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

## By signing this document you will waive certain legal rights, including the right to sue

#### **ASSUMPTION OF RISK**

- 1) I, the undersigned, wish to play Paintball and/or Laser Tag, I recognize and understand that playing Paintball and/or Laser Tag (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 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 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 such 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 heart condition or other ailment which could be exacerbated by the exertion involved in playing the Game. I further certify that I am 16 years of age or older.

#### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of 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 PAINTBALL PARADISE PRINCE ALBERT INC., their directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as 'the Releasees'):
- 2. TO RELEASE THE RELEASES 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 NEGLEIGENCE ON THE PART OF THE RELEASEES:
- 3. TO HOLD HARMLASS 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;
- 5. Said release shall further assign to PAINTBALL PARADISE PRINCE ALBERT INC. all right to use any photographs or video of me taken relative to playing the Game.

### PLEASE READ CAREFULLY

I AM 16 YEARS OF AGE OR OLDER, AND I HAVE READ AND UNDERSTAND "THE AGREEMENT". I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE "THE RELEASEES" AND/OR "THE AGENTS" AND THAT IT CONSTITUTES A RELEASE OF LIABILITY AND AN INDEMNTIY FOR ALL CLAIMS.

Participant Name Print Here over 16		
Print Name of Participant	Signature of Participant	Date
Witness Name Print Here		
Print name of Witness	Signature of Witness	
EXECUTE "THE AGREEMENT" ON E RELEASEES AND AGENTS FOR A ARISING OUT OF, ANY NEGLIGENO	BEHALF OF CHILD / WARD. I HEREBY A NY AND ALL CLAIMS, BY OR ON BEH	HAVE READ AND UNDERSTAND AND AGREE TO GREE TO INDEMNIFY AND SAVE HARMLESS THE HALF OF OUR SAID CHILD IN RESPECT OF, OR OF STATUTORY DUTY OF CARE AS IT RELATES GENTS".
Print Name of Child	Signature of parent/guardian	Print Name of parent/guardian
Date		
Emergency Contact Person:	Phone Number:	