

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in the sport of paintball, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence, J & J Sporting Goods, and it's owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

- 1. I acknowledge that the sport of paintball involves known and unanticipated risks, which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, blindness, bruises or other injuries caused by markers; injuries caused by falls or collisions with objects, other participants, or uneven surfaces; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
- 2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions then I will immediately discontinue participation.
- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition that could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that maybe created, directly or indirectly, by any such condition.
- 5. In the event that I file a lawsuit, I agree to do so solely in the state, where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
- 6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Signature _____ Print Name _____ Age _____
Address _____ City _____ State _____ Zip _____
Telephone (____) _____ Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for Participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees' from any claims alleging negligence that are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____ Date _____

(If notarization is necessary, please sign & stamp this side of form.)

YOU MUST FILL OUT A NEW FORM EACH TIME YOU PARTICIPATE. If there is no signed form, then it shows you were not here as a legal participant, and therefore you may be considered as trespassing. 285 FPS max for recreational play. **Field Paint only.** This is a safety requirement and enforced. Participants have been hurt by poor quality or non approved paintballs. No shooting under 10 feet. Barrel Blocking Devices are required and enforced. **THINK, and be safe. No hiding, ever, on the left side of the creek, or cliffs, on the big field.** SAFETY RULES PRINTED ON BACK. If you do not agree to these terms and conditions, then you may not participate.

Safety Rules

1. Always wear approved goggles at shooting range and in or near playing field. Not adhering to this rule is cause for immediate dismissal from the games. In 'goggles required' areas the goggle/mask may not be removed for any reason, which includes but is not limited to: fogging, painted lenses or during an injury.
2. A barrel blocking device 'BBD' must be used when not shooting or when you are not in an active field of play.
3. Never shoot at anyone who is not wearing approved eye protection.
4. A player is emphatically disallowed from shooting at any other player showing a neutrality symbol, any non-player, any referee, Judge, Spectator, or any animal or bird.
5. No player may shoot at any person, object or animal outside the perimeter of the active playing field.
6. No player may intentionally shoot at any other player's head or face. Repeats will be out of the game for the rest of the day.
7. Observe all safety rules applicable to firearms when handling Paintball guns or other gas powered devices capable of launching projectiles.
8. Never shoot anything from a paintgun except the water-soluble paintballs provided.
9. All Paintguns must be chronographed prior to use in play and shall not exceed a velocity of 285 FPS rec. / 300 FPS Pro Tourneys.
10. Never shoot at another person in anger or with intent to cause harm.
11. Firearms, knives and explosives are strictly forbidden.
- 12 No physical confrontation between player, i.e. hand-to-hand combat, taking prisoners, etc. is permitted.
- 13 Use of Illegal Substances or the Consumption of alcohol on the premises or in the parking area is prohibited.
- 14 Smoking is allowed only in the outdoor staging area.
- 15 National, regional, state, provincial and local laws apply.
- 16 Paintball guns or other gas powered devices used in Paintball games must not have a Paintball or other projectile chambered while in the staging or parking area, unless a BBD is in place.
- 17 Never look down the barrel to see if it is dirty. Just squeegee the barrel or use your fingers to check it.
- 18 Paintguns missing approved barrel blocking devices must be carried on safe, with the barrel pointing to the ground until you get one! Do not take them into shop unless unloaded!
- 19 No climbing up into trees, (or onto roofs, as applicable).
- 20 No discharging or dry firing of Paintball guns in a threatening manner is allowed in any neutral or non-playing area.
- 21 Do not use a paintgun until you have been versed on its use and understand such use.
- 22 No homemade or unsecured fill Stations, & Field paint only. Outside paint will be confiscated and destroyed!
- 23 Do not shoot across neutral or staging areas or parking lots.
- 24 **You cannot play without signing a waiver/liability release.**

*****WE MAINTAIN THE RIGHT TO REFUSE PARTICIPATION TO ANYONE ON ANY GROUNDS DEEMED APPLICABLE BY US.*****

*****THERE ARE NO REFUNDS OF THE FIELD FEE OR RENTAL FEES IF YOU ARE ASKED TO LEAVE BECAUSE OF RULE VIOLATIONS.*****

WE ARE FIELD PAINT ONLY!

We reserve and thus have the right to check hoppers, pods, ect, and throw away any outside paint!

***** The Field Paint Only rule is for your safety and is REQUIRED by our insurance company! *****

***** GOGGLES have been BROKEN, and People have been HURT by low quality paint! *****

Field specific safety rules - like no hiding on cliff, across the creek, on the big field (bus - castle) are posted and are also available online.