

# Recreational Activity Release of Liability, Waiver of Claims, Express Assumption Of Risk and Indemnity Agreement

I, \_\_\_\_\_ hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as Paintball/Airsoft/Laser Tag, including the rental of equipment and transportation associated therewith of which I am about to engage in. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.

2. Possible equipment failure and/or malfunction of my own or other's equipment.

3. My own negligence and/or the negligence of others, including but not limited to operator error or poor decision making including misjudging surroundings or locations of others.

4. Attack by or encounter with insects, reptiles, and/or animals.

5. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

6. Seizures due to lighting effects or breathing associated issues due to atmospheric effects.

\*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death Release of Liability, Waiver of Claims and Indemnity Agreement.

In consideration for being permitted to participate in the activity/ies described above the related activities, I hereby agree, acknowledge and appreciate that.

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, JAMESON ENTERTAINMENT CORPORATION, herein referred to as releases.

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releases or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify there in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforced.

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I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

**\*\*\* THIS FORM MUST BE FILLED OUT COMPLETELY\*\*\***

**\*\*\* THIS FORM IS VALID THROUGH JUNE 16<sup>th</sup> 2012\*\*\***

X \_\_\_\_\_  
(Signature of Adult Participant)

\_\_\_\_\_  
(Name of Participant, PRINT ONLY)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Date of Birth)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Email)

## UNDER 18 YEARS OF AGE

For Participants of Minority Age, this is the clarify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all releasees, but also to release and indemnify the releasees from any and all liabilities/ incidents to his/her involvement in these programs for myself, my heir, assigns, and next of kin.

X \_\_\_\_\_  
(Signature of Parent or Legal Guardian  
If participant is a minor, and by their signature  
They on my behalf release all claims that both  
They and I have)

\_\_\_\_\_  
(Name of Parent or Adult Legal Guardian PRINT ONLY)

\_\_\_\_\_  
(Name of Minor PRINT ONLY)