

WSPBA PAINTBALL ENTERPRISES LLC DBA INDY PAINTBALL BATTLEGROUND RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ('AGREEMENT')

In consideration of participating at WSPBA Paintball Enterprises LLC dba Indy Paintball Battleground, I understand the nature of participating in paintball and airsoft activities, hereinafter referred to as 'Activity', and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity.

I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the 'releases' named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost and damages I incur as a result of my participation in the Activity.

I hereby release, discharge and covenant not to sue WSPBA Paintball Enterprises LLC dba Indy Paintball Battleground, it's respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors or premises on which the Activity takes place, (each considered one of the 'RELEASEES' herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the 'releasees' or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behave, makes claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I understand that I am fully liable and financially responsible for the Medical Assistance needed as a result of participating in WSPBA Paintball Enterprises LLC dba Indy Paintball Battleground activities and for equipment issued/rented to me. I also understand that I am financially responsible to WSPBA Paintball Enterprises LLC dba Indy Paintball Battleground for the (loss/damage) of any such issued/rented equipment and me be prosecuted under statute 720 ILCS 5/16-1.1, or damage to structures or property of WSPBA Paintball Enterprises LLC dba Indy Paintball Battleground. I also understand that only paintballs purchased from WSPBA Paintball Enterprises LLC dba Indy Paintball Battleground are allowed for use in the park. WSPBA Paintball Enterprises LLC dba Indy Paintball Battleground is not responsible for lost, stolen, or damaged personal equipment or property.

I understand that WSPBA Paintball Enterprises LLC dba Indy Paintball Battleground reserves the right to search any personal property I bring into the park. I also grant WSPBA Paintball Enterprises LLC dba Indy Paintball Battleground right to use my likeness in any form for promotional purposes.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND IDEMITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is help invalid the balance, notwithstanding, shall continue in full force and effect.

Printed Name of Participant _____ Participants Date of Birth _____

Email* _____

Address _____

State _____ Zip Code _____ Phone # _____

Signature of Participant _____ Date _____

MINORS MUST HAVE AN UNDERAGE WAIVER OF LIABILITY SIGNED BY A PARENT/GUARDIAN

Parent/Guardian Printed Name _____

Parent/Guardian Signature _____ Date _____

*Your email will be added to our monthly newsletter, if you don't wish to receive it, check here _____