

# RELEASE OF LIABILITY, WAIVER AND INDEMNIFICATION AGREEMENT

I understand there are a number of risks and dangers in my use of paint ball equipment and my participation in paint ball activities. My participation in such activities and/or use of such equipment may result in my injury or illness including but not limited to strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, other bodily injury, other ailments that could cause serious disability or disease, or even death. These risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Steeple Paintball, L.L.C., the negligence of other participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes. By my participation in these activities and/or use of such equipment, I hereby assume all risks and dangers and all responsibility for any loss and/or damage, whether caused in whole or in part by the negligence of the owners, agents, officers, and employees of Steeple Paintball, L.L.C., or by any other person.

In return for being allowed to be present at and/or participate in paintball activity, the undersigned:

1. **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** Steeple Paintball, L.L.C., as well as all of its agents, assistants, employees and its insurers ("Releasees"), from any and all liability whatsoever, including all claims, demands and causes of action of every nature affecting me/us jointly or severally, for all paintball activities, preparations for paintball activity or any conduct related to or involving paintball activity or paintball equipment.
2. **HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS** the Releasees from any loss, liability, damage, or cost the undersigned may incur due to our/my presence at or participation in any paintball activity, whether caused by the negligence of the Releasees or otherwise.
3. **HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of Releasees or otherwise while participating or preparing to participate in any paintball activity or use of paintball equipment.
4. **THE UNDERSIGNED** further expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State in which the activity is conducted and that if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

**I HAVE READ THE FOREGOING RELEASE AND INDEMNIFICATION AGREEMENT, UNDERSTAND ITS TERMS AND FREELY AND VOLUNTARILY SIGN THIS AGREEMENT.**

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**CAUTION: THIS IS A RELEASE--READ BEFORE SIGNING!**

Please print:

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_