SKIRMISH PAINTBALL

1519 State Route 903, Jim Thorpe, PA 18229

RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

OFFICE USE ONLY

_____ INIT _____ RES _____

Please read and be certain you understand the implications of signing. Express Assumption of Risk Associated with Recreational Activities.

I, (**fill in information below**)

Name: FIRST **LAST**

Address: Apt. #:

City: State: Zip Code:

E-Mail Address:

Receive Email specials? Yes No

do hereby affirm and acknowledge that I am aware of and/or have been fully informed of the following:

the inherent hazards and risks associated with participating in Paintball activities, games, events, contests, and associated activities, including the rental and/or use 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 others' equipment.. **3.** This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, impact of the body upon the water, encountering objects either natural or man-made, exposure to animals with the attendant risk of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death. **4** My own negligence and/or the negligence of others, including but not limited to operator error and referee decision making including misjudging terrain, weather, trails, or route location. **5.** Attack by or encounter with insects, reptiles, and/or animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities. **7.** Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident. *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 and 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, and SKIRMISH USA, herein referred to as releasees.
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 releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them 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 enforceable. **4.** The venue of any dispute that may arise out of this agreement or otherwise between the parties to which SKIRMISH, LTD or its agents is a party shall be either Jim Thorpe, PA Justice Court or the County Or State Supreme Court in Carbon County. **5.** Said release shall further assign to SKIRMISH, LTD all rights to use photographs of me taken relative to said paintball activity - but not limited to - use in brochures, catalogs, media advertisements, poster, videotapes, websites, and the like.

DECLARATION OF FITNESS

I hereby declare that I am physically fit. I do not, and have not, suffered from any medical conditions, mental or physical, which may lead to a dangerous situation to other persons or myself while participating in the releasees activities, games, events, contests, and associated activities.
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.

FOR PARTICIPANTS OF MINORITY AGE: (17 or younger) This is to certify 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 incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

X _____ **Participants Signature**

_____ **Age**

/ / **Date of Play**

X _____ **Parent/Guardian signature**

_____ **Guardian Print Name**

If you are 17 or younger have legal guardian sign