

5J Paintball, LLC

Release of Liability, Waiver of Claims, Indemnity Agreement, and Hold Harmless Agreement

5J Paintball LLC use ONLY - Rental Gear

	OUT	IN		OUT	IN
PB Marker setup	_____	_____	AS Rifle setup	_____	_____
(marker, bag, tank, hopper)			(rifle, bag, battery, 1 mag)		
Chest Protector	_____	_____	Mag	_____	_____
Tank (s/r)	_____	_____	Battery	_____	_____
Hopper	_____	_____	AS Goggle	_____	_____
PB Mask	_____	_____	AS Mesh	_____	_____
Barrel Bag	_____	_____	Rifle	_____	_____

PRINT name of Participant _____

Phone _____

Birthdate (MM/DD/YY) _____

Address _____

Email Address (to receive notices of specials, special hours, etc.) _____@_____

City _____

State _____

Zip _____

5J PAINTBALL LLC WAIVER

Express Assumption of Risk Associated with Recreational Activities.

I do hereby affirm and acknowledge that I am aware of and/or have been fully informed of the inherent hazards and risks associated with participating in Paintball and/or Airsoft activities, games, and associated activities, including the rental and/or use of equipment and transportation associated therewith of which I am about to engage.

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 may take place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, encountering objects either natural or manmade.
4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, or trails.
5. Attack by or encounter with insects, reptiles, arachnids, and/or animals.
6. 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 any activities described above and related activities, I hereby agree and acknowledge 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, 5J PAINTBALL, LLC, ALL OF ITS SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND LANDLORD, herein referred to as releasees.**
2. I hereby 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 from all damages, including legal fees and costs, 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.

Admission into 5J Paintball, LLC constitutes consent to use, without restriction, reproductions of your likeness, as well as things said at the parks or to any 5J Paintball, LLC representative or employee, whether by photograph, video, film or otherwise, for commercial and non-commercial purposes, including but not limited to publication in magazines, video, movies and internet web sites and constitutes permission to contact by phone, email, mail or any other means for follow-up, sales, promotions, etc.

I understand my email address is provided for use only by 5J Paintball, LLC and its affiliates. Please note that we will never sell or share email addresses from individuals that register with us. Additionally, emails may be sent from time to time as part of marketing campaigns or special promotions. Emails from us are never sent unsolicited (always by referral or registration).

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.

ADULTS SIGN HERE IF PLAYING - MUST BE 18 YEARS OF AGE AND OLDER:

S/ _____
Signature of ADULT PARTICIPANT _____ Name of Adult Participant (Please Print) _____ Date _____

PARENT/GUARDIAN OF MINOR SIGN HERE GRANTING PERMISSION FOR MINOR (UNDER 18 YEARS OF AGE): TO PLAY:

FOR PARTICIPANTS OF MINORITY AGE: 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.

S/ _____
Signature of PARENT OR ADULT LEGAL GUARDIAN, on behalf of Participant if Participant is a Minor, and by his or her signature, signatory releases all claims that Minor and Minor's Parents and legal Guardian may have or hereafter acquire _____ Name of PARENT OR ADULT LEGAL GUARDIAN (Please Print) _____ Date _____

Name of MINOR (Please Print)

Date