



ESCAPE PAINTBALL WAIVER – Read Before Signing

Name: _____

Birth Date: _____

In consideration of being allowed to participate in the activities and programs of "ESCAPE" PAINTBALL and to use its facilities, equipment and paintball field, in addition to the payment of any fee or charge, I do hereby waive, release, and forever discharge "ESCAPE" PAINTBALL and its agents, employees, representatives, executors and all others from any and all responsibilities or liability from injuries or damages resulting from my participation in any activities or my use of equipment or paintball field. I acknowledge, appreciate, and agree that:

1. The risk of injury from the activity and weaponry involved in paintball is significant, including the potential for permanent disability and death, and while particular protective equipment and personal discipline will minimize the risk, the risk of serious injury does exist;
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of those persons released from liability below, and assume full responsibility from my participation;
3. I understand that the activities of paintball are physically and mentally intense. I understand the rules of play and will comply with all rules and regulations. If I observe any unusual or unnecessary hazard during my participation, I will bring such to the attention of the nearest official as soon as practical; and, I do hereby further declare myself to be physically sound and suffering from no condition, impairment, diseases, infirmity, or other illness that would prevent my participation or use of equipment or paintball field except as hereinafter stated. I do hereby acknowledge that I have been informed of the need for a physician's approval before participation in an exercise/paintball activity as well as for the use of paintball equipment/paintball field. I also acknowledge that is have been recommended that I have an annual physical exam (or more frequent) and consultation with my physician as to the physical activity, exercise, and use of exercise and training equipment so that I might have his/her recommendations concerning these paintball activities and equipment use. I acknowledge that I have had either a physical examination or have been give my physician's permission to participate, **or that I have decided to participate in an activity and use the equipment and paintball field without the approval of my physician, I do hereby assume all responsibility for my participation and activities, as well as the utilization of equipment and paintball field in my activities.**

PARTICIPANT'S INITIALS: _____

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS FROM LIABILITY, ESCAPE ENTERPRISES, LLC, the owners and lessors of premises used to conduct the paintball activities, their officers, officials, agents, and/or employees ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, except that which is the result of gross negligence and/or wanton misconduct.

I hereby release all those mentioned above, as well as any others acting on their behalf from any responsibility or liability for any injury or damage to myself, including those caused by negligent acts or omission of any of those mentioned above, or any others acting on their behalf, or in any way arising out of or connected with my participation in any of the activities or use of any equipment/paintball field at "ESCAPE" PAINTBALL.

5. I understand and agree that this Release of Liability Agreement covers each and every paintball activity and event in which I participate hereafter.

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

X _____ DATE: _____ PHONE #: _____
PARTICIPANT'S SIGNATURE

ADDRESS - CITY, STATE & ZIP

E-MAIL ADDRESS

EMERGENCY PHONE #

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree not only to his/her release ESCAPE ENTERPRISES LLC and all other 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 PARENT/GUARDIAN'S SIGNATURE

DATE

EMERGENCY PHONE #