



WAIVER & RELEASE OF LIABILITY FORM – READ CAREFULLY

**RELEASE OF LIABILITY, WAIVE OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

To: OBNOXIOUS PAINTBALL

Assumption of Risk:

1.) I, the undersigned, wish to play *Paintball*, I recognize and understand that playing *Paintball* (hereinafter call the "Game") involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the game and injuries from tripping, slipping or falling on the slippery floor or over obstacles in the game playing field. In addition, I recognize that the exertion of playing the game could result in injury or death.

2.) Despite these and other risks, and fully understanding such risks, I wish to play the Game and hereby assume the risks of playing the Game. I also hereby hold harmless the "Sponsors" and indemnify them against any or all claims, actions, suits, procedures, costs, expenses (including attorney's fees and expenses), damages and liabilities arising out of, connected with, or resulting from my playing the Game, including without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of such equipment. I hereby release the Sponsors from any and all such liability, and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns. I hereby certify to the Sponsors that I am in good health and do not suffer from a heart condition or other ailment which could be exacerbated by the exertion involved in playing the Game, I further certify that I am 18 years of age or older. (initial here _____)

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of participating in the "Game", I hereby agree as follows

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against **Obnoxious Paintball & Obnoxious Kustoms, Inc.**, their directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as "the Releasees");
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation in *Paintball* due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in *Paintball* ; and
4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death;
5. TO ASSIGN TO OBNOXIOUS PAINTBALL & OBNOXIOUS KUSTOMS, INC. all rights to use any photograph or video of me taken relative to playing the game.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed on this date: _____, 20_____

Driver License of Player and/or Parent: _____ State: _____

_____ **Signature of applicant 18 years old and older (Name of the Player)**

_____ (Please print name clearly)

_____ **Signature of Parent/Guardian** if Participant is less than 18 years old

_____ Print Name

_____ Email address (if you'd like to receive future emails about Obnoxious)