

# WAIVER AND RELEASE OF LIABILITY

*Please read and complete thoroughly and carefully!*

In consideration of **BlackCat Paintball Productions** furnishing services and /or equipment to enable me to participate in paintball games, I acknowledge and agree as follows:

I fully understand and acknowledge that:

- (a) Risks and dangers exist in my use of paintball equipment and my participation in paintball activities.
- (b) My participation in such activities and/or use of such equipment may result in, but not limited to, bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability.
- (c) These risks and dangers may be caused by the negligence of the owners, employees, officers or agents of **BlackCat Paintball Productions** the negligence of the 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.
- (d) By my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of **BlackCat Paintball Productions**, or by any other person.
- (e) I understand that I am playing in these games at my own risk, freely and voluntarily without any inducement.

I, on behalf of myself, my personal representatives, next of kin and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **BlackCat Paintball Productions**, the field operator, the event promoter, the owners and lessors of premises used to conduct the paintball event, their owners, agents, officers and employees from **any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise** which may arise out of my use of paintball equipment or my participation in a paintball event. I specifically understand that I am giving up any rights that I may have by releasing, discharging and waiving any claims or actions presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of **BlackCat Paintball Productions**.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE, IT IS MY INTENTION TO EXEMPT AND RELIEVE **BlackCat Paintball Productions** FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Age

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
E-mail Address

***\* Players and/or Participants will not be allowed to take part in the event or allowed to enter the playing field unless this Waiver Form has been read, filled out in it's entirety and signed!***

## PARENTS CONSENT FOR PARTICIPANTS UNDER THE AGE OF 18

I hereby certify that I am the parent/guardian of the participant above and do consent and agree to all the terms outlined on this page releasing all of the identified persons from indemnity and liability from myself, the participant, my heirs, assigns, and next of kin.

\_\_\_\_\_  
(Signature of Parent/Guardian)

\_\_\_\_\_  
(Date of Signature)

\_\_\_\_\_  
(Emergency contact phone number)

***\*\*Parent/Guardian: Please note that this, Waiver and Release of Liability Waiver must be accompanied by a Medical Release Form for minors.***