

PRINT CLEARLY – READ AND COMPLETE ALL BLANKS – FRONT & BACK

**PARTICIPANT RELEASE/WAIVER OF LIABILITY/ASSUMPTION OF RISK/INDEMNITY/HOLD HARMLESS AGREEMENT,
CONSENT FOR MEDICAL TREATMENT AND PARENTAL CONSENT APPLICATION TO PLAY OR OBSERVE PAINTBALL
(COVENANT NOT TO SUE)**

THE UNDERSIGNED “ADULT”, being of at least 18 years of age, signing on behalf of himself/herself and/or signing as parent or legal guardian on behalf of minor child names below (Adult and Child are known collectively as “Participant”) has asked Skycroft Conference Center to be allowed to participate in PAINTBALL and acknowledges that the game involves physical exertion and other risks, known and unknown and may result in injury to the undersigned or others playing the game, even if all safety rules are followed;

1. Is aware of the possibility of risks of injury or illness, including, but not limited to bodily injury, fractures, eye injury, blindness, partial or total paralysis, disease fractures, being hit by a paintball, falling, tripping, being hurt by a wild animal, snake bite, heat stroke, heart attack, hypothermia, getting lost in the wilderness, being shot by hunters, being caught in a rock, snow or mud slide, insect bites & stings, poisonous, cutting, stinging or piercing plants, being struck by lightning, improper use, malfunction or operation of equipment by the undersigned or any other player and/or others not following the safety rules. Players will be exposed to both natural and manmade hazards. The possibility of permanent disability or death does exist;
2. Agrees to play the game according to the rules which have been explained, posted and provided and to follow directions given by any game referees;
3. Warrants and acknowledges that his/her physical condition is excellent, and his/her mental state is sufficiently stable to enable him/her to participate safely in the game. This includes not being on any medications that would pose a risk to him or her under physical, exerting conditions.
4. Agrees to use any paintball equipment in a manner which will not cause injury or damage to himself/herself or others playing;
5. Certifies that he/she is 18 or over 18 years old;
6. Authorizes use of photos, videos, name, comments, game results, etc. for promotional purposes;
7. Understands that serious and permanent eye injury, including loss of eyesight, can occur if approved paintball safety eyewear is not worn in any area where paintball guns may be intentionally or accidentally discharged. I understand it is my responsibility to wear approved safety eyewear and I accept that responsibility.
8. Understands and agrees to follow all safety rules and procedures and that such rules and procedures not followed by others could result in my injury or death;
9. Understands that the safety eyewear can fog or become dirty, and agrees that despite any, or other, such problems that he/she will keep them securely fastened to protect the eyes and will not remove them while on the playing field, at the chronograph, at the target range or in any other area where he/she might be struck by a paintball, other gas powered projectile device used in paintball or by the dispersing of a paint grenade.
10. Understands that loss of hearing from an ear shot, disorientation and injury from throat, groin, head or ear shots can occur if proper safety equipment is not worn to protect these areas, and understands it is his/her responsibility to wear or not wear such items.
11. ADULT authorized the RELEASED PARTIES and/or their authorized personnel to call for medical care, treatment, procedure or transport to a medical facility should participant be deemed by the opinion of authorized personnel to need such care. RELEASED PARTIES shall not have further responsibility upon participants transport to facility or hospital. Furthermore, all costs for such emergency and/or medical care and/or transport shall be borne solely by the PARTICIPANT. In the event the CHILD requires medical care, it is understood every effort will be made to notify ADULT. Consent is hereby given to authorized representatives, emergency care giver and/or physicians to exercise their best judgment in undertaking such care.

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IN CONSIDERATION of being permitted to play, watch or participate in paintball, the undersigned, on behalf of himself/herself, his/her successors or assigns, releases and forever discharges Skycroft Conference Center and the Baptist Convention of Maryland/Delaware, land owners, land lease holders or managers, equipment distributors, advertisers, sponsors, and their successors, next of kin, assigns, subrogors, employees, volunteers, officers, directors, agents and franchisers, dealers or operators both jointly and severally, from any and all actions, covenants, claims and demands for damages, costs, expenses (including attorneys' fees), loss or injury, however arising, including negligence, whether cause in whole or part, of Skycroft Conference Center and the Baptist Convention of Maryland/Delaware, employees, owners agents, participants or others which may have been or may be sustained by the undersigned in any way, foreseeable and unforeseeable, relating to or arising out of the participation in paintball activities or using or being around others using paintball equipment, including but not limited to, the manufacture, selection, deliver, possession, use, or operation of the equipment or the natural environment. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation. The undersigned desires and agrees to assume any and all risks. **Neither my personal safety or that of my child can be guaranteed.**

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT RELIEVING THE GAME OPERATORS, THEIR EMPLOYEES, EQUIPMENT SUPPLIERS AND OTHERS MENTIONED, FROM LIABILITY AND INJURY TO YOU. IF YOU HAVE ANY DOUBTS CONCERNING ANY ASPECT OF ITS CONTENTS, CONSULT AN ATTORNEY BEFORE SIGNING IT. THIS HOLD HARMLESS AGREEMENT COVERS ALL PAINTBALL ACTIVITIES OR EVENTS I PARTICIPATE IN HEREAFTER.

On behalf of myself, my personal representatives, my heirs, hereby voluntarily agree to the above release and acknowledge the receipt of the reference safety rules. I have read each and every item of this RELEASE/WAIVER OF LIABILITY, ASSUMPTION OR RISK, HOLD HARMLESS, PARENTAL CONSENT, COVENANT NOT TO SUE, CONSENT FOR MEDICAL TREATMENT AND INDEMNITY AGREEMENT. I understand that I have given up substantial rights by signing below and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extend allowed by law and agree that if any portion of this agreement is held to be invalid or unenforceable, the balance, notwithstanding, shall continue in full force and effect. I understand this agreement will apply for each and every day of my or minor's name below, participation in additional form/waiver until such time, I the participant, revokes it in writing and such writing is accepted, in writing, by an authorized Skycroft Conference Center and the Baptist Convention of Maryland/Delaware representative.

I understand what each item means, will participate and/or allow minor child's participation, in spite of the herein mentioned risks and I agree to abide by the terms of the Waiver. By signing, I agree it is my intention to exempt and relieve, release, waive, discharge, hold harmless, defend and indemnify Skycroft Conference Center and the Baptist Convention of Maryland/Delaware, for personal injury, property damage or wrongful death, for any cause.

In witness whereof, THE UNDERSIGNED HAS EXECUTED THIS Agreement

On the ____ day of _____, 20____

Signature of Participant if over 18

Print name or names of minor/s Witness

Or Parent/Legal Guardian of a Minor