

NAME _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____ AGE _____

RELEASE / WAIVER OF LIABILITY AND ASSUMPTION OF RISK APPLICATION TO PLAY OR OBSERVE PAINTBALL (COVENANT NOT TO SUE)

THE UNDERSIGNED

1. Has asked Nighthawk Paintball Entertainment (Dale Burbridge) to be allowed to play PAINTBALL or observe and acknowledges that the game involves physical exertion and other risks, known and unknown and may result to injury to the undersigned or others playing the game, even if all safety rules are followed;
2. Is aware of the possibility of risks of injury, including, but not limited to, being shot by hunters, being caught in a rock, snow or mud slide, insect bites & stings, poisonous snake or insect bites, cutting, stinging of piercing plants, improper use, malfunction or operation of equipment by the undersigned or any other player and others not following the safety rules. Player will be exposed to both natural and man made hazards. The possibility of permanent disability or death does exist;
3. 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;
4. 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 medication that would pose a risk to him / her under physically exerting conditions.
5. Agrees to use any paintball equipment in a manner which will not cause injury or damage to himself / herself or others playing;
6. Certifies that he / she is over 18 years old; or has parent or guardian sign below to play or observe.
7. Authorizes use of photos, videos, name, comments, game results, etc. for promotional purposes;
8. Understands and agrees to follow all safety rules and procedures and that such rules and procedures not followed by others could result in his / her injury or death;
9. 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 that it is my responsibility to wear approved safety eyewear and I accept that responsibility.
10. Understand that the safety eyewear can get 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.
11. 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.

IN CONSIDERATION of being permitted to play the game, the undersigned, on behalf of himself / herself, his / her successors or assigns, hereby releases and forever discharges Nighthawk Paintball Entertainment and Dale Burbridge, land owners, land lease holders or managers, equipment distributors, and their successors, assigns, employees, officers, agents and franchises, dealers or operators both jointly and severally, from any and all actions, covenants, claims and demands of damages, cost, expenses (including attorneys' fees), loss or injury, however arising, including negligence of Nighthawk Paintball Entertainment or Dale Burbridge which may have been or may be sustained by the undersigned in any way related to or arising out of the playing PAINTBALL (or observing) or the equipment, including but not limited to, the manufacture, selection, delivery, possession, use, or operation of the equipment or the natural environment. The undersigned desires and agrees to assume any and all risks.

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

I hereby agree to the above release and acknowledge the receipt of the referenced safety rules. I have read each and every item of this Waiver, I understand what each item means, will participate in spite of the herein mentioned risks and I agree to abide by the terms of this Waiver. This waiver applied to any and all paintball games I participate in at the present or in the future.

IN WITNESS WHEREOF, the undersigned has executed this Release on _____ day of _____ 20_____

Player Signature _____

Parent Signature (Under 18 MUST have parent or guardian signature) _____