

## MAXWELL PAINTBALL RELEASE AND HOLD HARMLESS AGREEMENT\*

(\* For minors 17 years of age and under... Use separate form for adults)

I, (print parent's full name) \_\_\_\_\_, consent to allow my child (print child's full name) \_\_\_\_\_, date of birth \_\_\_\_\_, To voluntarily participate in various activities at the Maxwell Paintball operation. I am fully aware and understand there is risk of death or personal injury to my child and damage to or loss of his/her personal property, which may occur as a result of his/her participation.

In consideration for my child being allowed to participate in the activities of the 42d Services Division and the Paintball operation in particular, I, for myself, my child and his/her heirs, administrators, executors, and assignees, make the following agreement:

1. The United States Government, and any agency, entity, instrumentality, and employee of Maxwell Paintball thereof, shall not be liable to me or my child for any personal injuries or death or damage to personal property caused by defects, disrepair, or faulty construction of the Paintball operation and its premises. The United States Government, as used herein, includes the 42d FSS, Outdoor Recreation and any officer, agency, equipment and/or guides, instructor, volunteers, employee or other personnel of the 42d FSS, whether acting officially or otherwise.
2. I hereby agree, from this day forward and until the end of time, to indemnify, release, and hold harmless the United States Government, and any agency, entity, instrumentality, employee, or volunteer thereof from and against any and all claims or causes of action for damages to property or death or personal injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and or total paralysis, or other ailments that could cause disability arising from my child's use of the MWR or Paintball premises, or from any activity, work, or thing done, permitted, or suffered by my child in or about the Paintball premises.
3. I agree to ensure that my child shall wear approved protective gear every time my child engages in paintball activities. I agree to instruct and ensure that my child understands and respects established rules and instructions for the safety of all Paintball participants.
4. The United States Government shall not be liable to me or my child for personal injuries or death or property damage or loss from theft, vandalism, fire, flood, water leaks, hurricane, rain, ice, hail, snow, lightning, wind, explosion, accident, or other causes whatsoever, regardless of whether such injuries, death, or damages are caused in whole or in part by the negligence of the United States Government or any agency, entity, instrumentality, or employee thereof.
5. IT IS MY EXPRESSED INTENTION THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS INDEMNITY BY ME ON BEHALF OF MYSELF AND MY CHILD TO INDEMNIFY AND PROTECT THE UNITED STATES GOVERNMENT FROM THE CONSEQUENCES OF THE

GOVERNMENT'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

6. I agree that I will never prosecute or in any way aid in prosecuting any demand, claim, or suit against the United States Government for any loss, whatsoever as a result of my child taking part in MWR Recreation or the Paintball program.
7. I understand and agree that I AM ASSUMING THE RISK on my child's behalf of any personal injury or property damage that may result from my child taking part in any Paintball activities. This includes such injuries or damage as may be caused by the negligence of the United States Government.
8. I understand and agree that I will be liable for any damage or loss to the United States Government, Maxwell Paintball and its volunteers, which may be caused by my child's gross negligence, willful misconduct or fraud.

THIS IS A LEGALLY BINDING DOCUMENT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Parents signature

Phone #

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Address

City

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State

Zip Code