

MAXWELL PAINTBALL WAIVER AND RELEASE OF LIABILITY

(For adults 18 years of age and older. Use separate form for minors.)

In consideration of Maxwell Paintball and/or the U.S. Government (hereinafter, as applicable, individually and collectively referred to as "lessor") furnishing services and/or use of facilities, equipment and/or guides, instructors, volunteers or other personnel to enable me to participate in paintball activities or other outdoor recreational activities (hereinafter individually and collectively referred to as "outdoor recreational activities"), I agree as follows:

I _____, fully understand and acknowledge that:

- Risks and dangers exist in my pursuit of paintball and my participation in any other outdoor recreational activities.
- My participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, loss of life or other ailments that could cause serious disability.
- Risks and dangers may be caused by the negligence of the owners, officers, employees, servants or agents of lessor, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks may arise from foreseeable or unforeseeable causes; and
- By my participation in these outdoor recreational activities and/or use of equipment, I assume all risk and dangers and all responsibility for the restitution to the lessor for any losses and/or damages, whether caused in whole or in part by the negligence or conduct of the owners, officers, volunteers, employees, agents, or servants of lessor, or by any other person.
- I on behalf of myself, my personal representatives and my heirs, hereby voluntarily and knowingly agree to remise, release, forever discharge, hold harmless, defend and indemnify actions, causes of actions, suits, judgments, claims and demands for bodily injury, property damage, loss of life and/or loss of service, in lay or equity, that may in any way or manner arise out of the use of equipment or my participation in any other outdoor recreational activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by lessor and/or owner, agents, officers, servants, or employees of lessor.

I acknowledge that I am using, occupying or leasing the equipment and/or facilities and engaging in the outdoor recreational activities at my own risk and I assume any and all risk of bodily injury, loss of life, loss of or damage to personal property, loss of service or any other loss which arises directly or indirectly from the use, occupation or lease of the facilities and/or equipment or engagement in any outdoor recreational activities.

I have read the above Waiver and Release and by my signing it agree it is my intention to exempt and relieve lessor, its owners, officers, employees, agents and servants, from liability for personal injury, property damage or loss of life caused by negligence or any other cause.

//////////////////////////////////NOTHING FOLLOWS//////////////////////////////////

SIGNATURE _____

DATE _____