

# Spiked Paintball Store & Field

(361) 207-2115

Liability Release, Indemnification and Parental Consent Agreement

This form must be read, filled out completely and signed before the participant is allowed to take part in any paintball event.

## PLEASE PRINT CLEARLY

Name of Participant \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

In consideration of being permitted to participate in any way in the sport and activities of paintball, I acknowledge, appreciate and agree to:

- A. The risk of injury from the activity and use of equipment involved in paintball is significant, including the potential for permanent disability and death, and while the use of particular protective equipment and personal discipline will minimize the risk, the risk of serious injury does exist;
- B. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of those persons released from liability below, and assume full responsibility for my participation; and;
- C. I understand that the activities of paintball are physically and mentally intense. I understand the rules of play and will comply with all rules and regulations. If I observe any unusual or unnecessary hazard during my participation, I will bring such to the attention of the nearest official as soon as practical; and;
- D. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless Spiked Paintball Store & Field, the owners and lessors of premises used to conduct paintball activities, their officers, agents, referees, and/or employees ("Releasees"), with respect to any and all injury, disability, death or loss or damage to person or property, whether caused by the negligence of the releasees or otherwise, except that which is the result of gross negligence and/or wanton misconduct.
- E. I understand and agree that this Release of Liability Agreement covers each and every paintball activity and event in which I participate hereafter.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

SIGNATURE \_\_\_\_\_ DATE SIGNED \_\_\_\_\_

### I ALSO UNDERSTAND AND ACCEPT:

1. Spiked Paintball Store & Field does not allow alcohol or weapons on its property.
2. Spiked Paintball Store & Field does NOT ALLOW THE USE OF OFF FIELD PAINTBALLS.
3. Spiked Paintball Store & Field does not allow external (thumbscrew) velocity adjustments.
4. Spiked Paintball Store & Field does require all players to use approved paintball goggles with full-face shield.
5. Spiked Paintball Store & Field's maximum paintball marker velocity is 290 feet per second.
6. Spiked Paintball Store & Field also requires players to act with good sportsmanship in mind.
7. Failure to comply with Spiked Paintball Store & Field safety rules or Spiked Paintball Store & Field's staff direction will result in my dismissal from the property without refund.

**I have read items "1" through "7" and I understand and accept these restrictions. Player's initials \_\_\_\_\_**

Have you been to Spiked Paintball Store & Field before?  Yes  No

How did you hear about Spiked Paintball Store & Field? \_\_\_\_\_

### FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree not only to his/her release of Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns and next of kin.

\_\_\_\_\_  
Name of Child/Children, Age

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

\_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE