

**WAIVER AND RELEASE OF LIABILITY**

**Mchenry Extreme Sports and Events Park, Inc. DBA Wardawgs Paintball**

In consideration of Wardawgs Paintball's furnishing services and/or equipment to enable me to participate in paintball games, I agree as follows:

I fully understand and acknowledge that; (a) risks and dangers exist in my use of paintball activities; (b) my participation in such activities and/or use of such equipment may result in my injury or illness including but not limited to bodily injury, disease strains, fractures, or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Wardawgs Paintball; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence of other conduct of the owners, agents, officers, employees of Wardawgs Paintball, or by any other person.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release waive, discharge, hold harmless, defend and indemnify Wardawgs Paintball and it's owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of paintball equipment or my participation in paintball 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 the owners, agents, officers or employees of Wardawgs Paintball.

I acknowledge that paintball activities come with a risk of injury. I further understand that the Wardawgs Paintball staff is trained in basic emergency response. I hereby give permission to certified Wardawgs Paintball staff to provide routine first aid, CPR and AED, to seek emergency medical treatment, and/or arrange related transportation as necessary. I agree to hold Wardawgs Paintball harmless for any loss, damage or injury to person or property that may arise out of anticipation of paintball activities.

I hereby give permission to Wardawgs Paintball to the use of my name and photogenic likeness in any editorial and/or promotional material produced and/or published videotape, electronic and printed or electronic media publications, and websites. I hereby waive any right to inspect or approved the finished product in which my photographic likeness appears, or any copy that may be used in connection with it, now or in the future. I waive any right to royalties or other compensation arising from, or related to, the use of any photogenic likeness.

I understand that Wardawgs Paintball strives to create a safe, fun and supportive environment. Players are introduced to the basic rules and behavior deemed appropriate at the safety briefing, prior to activity. Furthermore, I understand that if a situation should arise in which I am unable to follow rules, act in a manner that makes it impossible for the group to function normally, or display behavior that jeopardizes the health and safety to myself, and other individuals or paintball field as a whole, Wardawgs Paintball reserves the right to remove myself from the session and that I am not entitled to a refund.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE Wardawgs PAINTBALL AND IT'S OWNERS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. THIS WAIVER IS VALID THROUGH DECEMBER 31, 2014

\_\_\_\_\_ EMERGENCY CONTACT/RELATIONSHIP \_\_\_\_\_ PHONE # \_\_\_\_\_  
Date

\_\_\_\_\_ Date of Birth \_\_\_\_\_ Age \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_ Phone \_\_\_\_\_  
Email Address:

\_\_\_\_\_ Signature of Parent/Guardian (If less than 18 years old)  
Signature