PAINTBALL WAIVER AND RELEASE OF LIABILITY 2017

Luzerne County Paintball, Inc. = LCP Phone: (570) 693-0580

Date Signed _____ / _____ / _____

In consideration of LCP furnishing services and/or equipment to enable me to participate in paintball games and allowing me the use of part or all of the entire LCP facility including but not limited to the Staging Areas, Parking Areas, Paintball Playing Fields, etc., I agree as follows:

I fully understand and acknowledge that; (a) risks and dangers exist in my use of Paintball and/or other equipment and my participation in Paintball activities or any other activities at LCP; (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, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death 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 LCP, the negligence of the participants, the negligence of others, accidents, breeches 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 or other conduct of the owners, agents, officers, employees of LCP, 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 LCP and its 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 from my activity at the LCP facility whether caused or contributed to, in whole or in part, by the negligence of LCP, its agents, employees, officers or representatives. I specifically understand that I am releasing, discharging and waiving any claim or cause of action that I may have presently or in the future against LCP, its agents, employees, officers or representatives arising from my activity at the LCP facilities.

SAFETY PLEDGE: I agree that I will participate in a safety briefing before playing paintball that will be given by an LCP employee covering the LCP safety rules and fully understand that by signing below, I agree to abide strictly by these rules. I agree to keep a barrel cover on my paintball marker at all times except while shooting paintballs on a LCP designated shooting range or while playing Paintball under the supervision of LCP trained referees. I also agree to correctly wear my goggles at all times while on the playing field or designated shooting range. I will remove them only while in an LCP designated safety area or when instructed by an LCP trained referee that it is safe to remove them. I will not partially lift my goggles or pull them away from my face at any time except while in an LCP designated safety area or when instructed by an LCP trained referee that it is safe to do so. I will never point a paintball marker at any other person except while playing paintball and only if they have a mask/goggle system on. I understand the safety rules of handling a paintball marker and accept that responsibility to insure the safety of fellow players and myself. I will never cause physical contact with any other person on or off of the playing field while on LCP premises. I also agree not to be under the influence of alcohol or under the influence of any drugs that can affect my judgment, perception, or physical movement while playing Paintball at LCP.

PHOTOS/VIDEOS: I understand that LCP may take photos or videos of my actions while at LCP and agree that all photos or other images obtained in any manner by LCP or its agents, employees, or associates are the property of LCP and can be used for any commercial or business purposes. By signing below, I hereby waive any right to said photos and images and agree to release, remise, and forever discharge LCP and its agents, employees, officers, directors, shareholders or representatives from any and all demands, causes of action, suits, damages, costs, and any other claims that may arise regarding said images or their use.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE LCP FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. FORM MUST BE COMPLETELY FILLED OUT TO PLAY PAINTBALL!

_____ _____ _____ ____ / ____ / ____

Print LAST Name Print FIRST Name Age Date of Birth

_____ _____ _____ _____

Street Address City State Zip

(____) _____ - _____ _____ (____) _____ - _____ _____

Contact Phone Emergency Contact Emergency Phone Participant Signature

MUST be FILLED OUT and SIGNED by PARENT or GUARDIAN if PLAYER is UNDER 18 YEARS OLD) The undersigned parent or guardian has read the above Waiver, agrees to its terms in its entirety for the above named minot, and hereby give permission for the above named minor to participate in Paintball Games and other activities at LUZERNE COUNTY PAINTBALL, INC.=LCP and hereby gives LCP permission to authorize medical treatment as may be deemed necessary for the child named above while playing Paintball Games or while involved in any other activities at LCP. If contact information is different for Parent/Guardian, please add information on back of form.

_____ (____) _____ - _____ _____

PARENT/GUARDIAN Name Contact Phone Signature of PARENT/GUARDIAN