

**READ CAREFULLY
WAIVER AND RELEASE OF LIABILITY**

In consideration of Tommygun’s Paint Wars 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 equipment and my participation in paintball activities; (b) my participation in such activities and/or use of such equipment may result in my illness or injury 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 owners, employees, officers, or agents of Tommygun’s Paint Wars, Inc., 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 or other conduct of the owners, employees, officers, or agents of Tommygun’s Paint Wars, Inc., 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 Tommygun’s Paint Wars and its owners, employees, officers, and agents 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, employees, officers, and agents of Tommygun’s Paint Wars, Inc.

I HAVE READ THE ABOVE WAIVER AND RELEASE. BY SIGNING IT, I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE TOMMYGUN’S PAINT WARS, INC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

X

SIGNATURE AND DATE

X

PRINT NAME AND ADDRESS

SIGNATURE OF PARENT/GUARDIAN, IF UNDER 18 YEARS OLD

I have received the mandatory safety training provided by Tommygun’s Paint Wars, Inc. I agree to abide by all rules, and to follow the direction of the referees. My failure to do so may result in my ejection from the property.

X

SIGNATURE OF PARTICIPANT (ALL MUST SIGN)

SIGNATURE OF PARENT/GUARDIAN, IF UNDER 18 YEARS OLD