

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. As required by Minn. Stat. §604.055, nothing in this waiver purports or intends to waive liability for damage, injuries or death resulting from conduct that constitutes greater than ordinary negligence.

WAIVER AND RELEASE HOLD HARMLESS, AND COVENANT NOT TO SUE: I agree to release, hold harmless, and covenant not to sue Tommygun's Paint Wars, Inc., their employees, agents, assigns, or any volunteer, participant, or spectator of Tommygun's Paint Wars, Inc., for any claim of ordinary negligence arising out of my participation at Tommygun's Paint Wars, Inc. I understand that this release, hold harmless, and covenant not to sue is limited to claims for ordinary negligence and in no way shall be construed to release claims for conduct that constitutes greater than ordinary negligence, conduct that constitutes reckless or grossly negligent conduct, or willful, wanton or intentional acts, or claims I may have that are beyond simple negligence.

X

SIGNATURE AND DATE

X

SIGNATURE OF PARENT OR GUARDIAN (*If under 18 years old*)

Please print

Name	
Address	
City, State, ZIP	

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 directions of the referees. My failure to do so may result in my ejection from the property.

X

SIGNATURE AND DATE (*ALL MUST SIGN*)