

DRAGON MAN'S PAINTBALL PARK, INC.

RELEASE/WAIVER OF LIABILITY AND ASSUMPTION OF RISK

APPLICATION TO PLAY OR OBSERVE PAINTBALL (COVENANT NOT TO SUE)

NAME: _____ AGE: _____

DATE: _____ PHONE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

THE UNDERSIGNED:

HAS ASKED DRAGON MAN'S PAINTBALL PARK, INC. AND DRAGON DISTRIBUTORS, INC. TO BE ALLOWED TO PLAY PAINTBALL AND ACKNOWLEDGES THAT THE GAME INVOLVES PHYSICAL EXERTION AND OTHER RISKS, KNOWN AND UNKNOWN AND MAY RESULT IN INJURY TO THE UNDERSIGNED OR TO OTHERS PLAYING THE GAMES, EVEN IF ALL SAFETY RULES ARE FOLLOWED;

IS AWARE OF THE POSSIBILITY OF RISKS OF INJURY INCLUDING BUT NOT LIMITED TO, BEING SHOT BY A PAINTBALL, FALLING, TRIPPING, SNAKE BITE, HEAT STROKE, HEART ATTACK, BEING SHOT BY FIREARMS, BEING CAUGHT IN ROCKS, SNOW, MUD, OR WATER, SUBJECT TO INSECT BITES & STINGS, PIERCING PLANTS, PUNCTURES BY EXPOSED NAILS, ACTS OF GOD SUCH AS LIGHTNING, TORNADOES.

ETC. IMPROPER USE OR MALFUNCTIONS OF EQUIPMENT BY THE UNDERSIGNED OR ANY OTHER PLAYER AND OTHERS NOT FOLLOWING THE SAFETY RULES. PLAYERS WILL BE EXPOSED TO BOTH NATURAL AND MAN MADE HAZARDS. THE POSSIBILITY OF PERMANENT DISABILITY OR DEATH DOES EXIST;

AGREES TO PLAY THE GAME ACCORDING TO THE RULES WHICH HAVE BEEN EXPLAINED AND TO FOLLOW DIRECTIONS; AND THAT SUCH RULES AND PROCEDURES NOT FOLLOWED BY OTHERS COULD RESULT IN MY INJURY OR DEATH;

WARRANTS AND ACKNOWLEDGES THAT HIS/HER PHYSICAL CONDITION IS EXCELLENT AND HIS/HER MENTAL STATE IS SUFFICIENTLY STABLE TO ENABLE HIM/HER TO PARTICIPATE SAFELY IN THE GAME. THIS INCLUDES BEING ON ANY MEDICATION THAT WOULD POSE A RISK TO HIM/HER UNDER PHYSICALLY, EXERTING CONDITIONS.

AGREES TO USE PAINTBALL EQUIPMENT IN A MANNER WHICH WILL NOT CAUSE INJURY OR DAMAGE TO HIMSELF/HERSELF OR OTHERS PLAYING; OR PROPERTY OF OTHERS.

CERTIFIES THAT HE/SHE IS OVER 18 YEARS OLD, (OR THIS WILL BE SIGNED BY MY PARENT IF UNDER THE AGE OF 18 YEARS OLD)

UNDERSTANDS THAT SERIOUS AND PERMANENT EYE INJURY, INCLUDING LOSS OF EYESIGHT, CAN OCCUR IF PAINTBALL SAFETY EYEWEAR IS NOT WORN IN ANY AREA WHERE PAINTBALL GUNS MAY BE INTENTIONALLY OR ACCIDENTALLY DISCHARGED. I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO WEAR APPROVED SAFETY EYEWEAR AND I ACCEPT THAT RESPONSIBILITY. AT TIMES EYEWEAR MAY BECOME FOGGED OR DIRTY AND DESPITE ANY OTHER PROBLEMS I WILL NOT REMOVE THEM.

AGREES TO LEAVE THE FIELD IMMEDIATELY IF SOMETHING APPEARS TO BE UNSAFE FOR ANY REASON AND AGREES TO REPORT THIS TO AN EMPLOYEE ON PREMISES.

UNDERSTANDS THAT LOSS OF HEARING FROM AN EAR SHOT, DISORIENTATION AND INJURY FROM THROAT, GROIN, HEAD OR EAR SHOTS CAN OCCUR IF PROPER SAFETY OR EQUIPMENT IS NOT WORN TO PROTECT THESE AREAS, AND UNDERSTANDS IT IS HIS/HER RESPONSIBILITY TO WEAR OR NOT WEAR SUCH ITEMS.

IN CONSIDERATION OF BEING PERMITTED TO PLAY THE GAME, THE UNDERSIGNED, ON BEHALF OF HIMSELF/HERSELF, HIS/HER SUCCESSORS OR ASSIGNS, HEREBY RELEASES AND FOREVER DISCHARGES DRAGON MAN'S PAINTBALL PARK INC. DRAGON ARMS, INC., DRAGON DISTRIBUTORS. INC., MANAGERS, EQUIPMENT DISTRIBUTORS, AND THEIR SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, AGENTS, DEALERS OR OPERATORS BOTH JOINTLY AND SEVERALLY, FROM ANY AND ALL ACTIONS, COVENANTS, CLAIMS AND DEMANDS FOR DAMAGES, COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES), LOSS OR INJURY, HOWEVER ARISING, INCLUDING NEGLIGENCE OF DRAGON MAN'S PAINTBALL PARK, INC., DRAGON ARMS, INC., OR DRAGON DISTRIBUTORS, INC., WHICH MAY HAVE BEEN OR MAY BE SUSTAINED BY THE UNDERSIGNED IN ANY WAY, RELATING TO OR ARISING OUT OF PLAYING PAINTBALL OR THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO. THE MANUFACTURE, SELECTION, DELIVERY, POSSESSION, USE, OR OPERATION OF THE EQUIPMENT OR THE NATURAL ENVIRONMENT. THE UNDERSIGNED ALSO AGREES TO PAY ALL ATTORNEY FEES, EXPENSES, AND RELATED COSTS, SHOULD A LAWSUIT BE FILED AGAINST DRAGON MAN'S PAINTBALL PARK, INC., DRAGON ARMS, INC., OR DRAGON DISTRIBUTORS, INC., AND THE RULING IS IN FAVOR OF THE DEFENDANT(DRAGON MAN'S PAINTBALL PARK, INC., DRAGON ARMS, INC., DRAGON DISTRIBUTORS, INC) THE UNDERSIGNED DESIRES AND ASSUME ANY AND ALL RISKS.

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT RELIEVING THE GAME OPERATORS, LAND OWNERS, AND THEIR EMPLOYEES FROM LIABILITY FOR INJURY TO YOU. IF YOU HAVE ANY DOUBTS CONCERNING ANY ASPECTS OF ITS CONTENTS, CONSULT AN ATTORNEY BEFORE SIGNING IT. THIS RELEASE OF LIABILITY AGREEMENT COVERS ALL PAINTBALL ACTIVITIES OR EVENTS IN HEREAFTER.

I HEREBY AGREE TO THE ABOVE RELEASE AND UNDERSTAND THE REFERENCED SAFETY RULES. I HAVE READ EACH AND EVERY ITEM OF THIS WAIVER, I UNDERSTAND WHAT EACH AND EVERY ITEM MEANS AND I AGREE TO ABIDE BY THE TERMS OF THIS WAIVER. THIS WAIVER APPLIES TO ANY AND ALL GAMES I PARTICIPATE IN AT PRESENT OR IN THE FUTURE. IN WITNESS WHERE OF, THE UNDERSIGNED HAS EXECUTED THIS RELEASE ON

DATE: _____

SIGNED:

WITNESS:

FOR PARTICIPANTS OF MINORITY AGE (UNDER 18 AT TIME OF SIGNING)

THIS IS TO CERTIFY THAT I, AS PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT, DO CONSENT AND AGREE TO THIS RELEASE OF LIABILITY AND TO ALL LIABILITIES INCIDENT TO HIS/HER INVOLVEMENT IN THESE PROGRAMS FOR MYSELF, MY HEIRS, ASSIGNS, AND NEXT OF KIN.

PARENT/GUARDIAN NAME-PRINTED _____

PARENT/GUARDIAN SIGNATURE: _____

DATE: _____ EMERGENCY PHONE: _____

DRIVERS LICENSE # _____

EXP. DATE _____