

Adult Waiver

**RELEASE/WAIVER OF LIABILITY AND ASSUMPTION OF RISK AND EDEMUNITY AGREEMENT**

**APPLICATION TO PARTICIPATE OR OBSERVE (CONVEVENT NOT TO SUE)**

RIDERS NAME (print) \_\_\_\_\_ AGE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

DATE \_\_\_\_\_ PHONE # \_\_\_\_\_

In consideration of receiving permission from Dragon Distributors, Inc., Dragon Arms, Inc., Dragon Man's Paintball Park, Inc, The C.S. Historical Military Museum, Inc., Melvin Bernstein, and Terry Flanell, to enter upon the premises of Dragon Distributors, Inc. and Melvin Bernstein and Terry Flanell, in El Paso County, Colorado, the receipt of such permission being hereby acknowledged, and further consideration of receiving permission to participate in dirt bike/motorcycle riding, or as a spectator held at these premises, the receipt of being also hereby acknowledged, each the other signed, on behalf of himself/herself, his/her successors or assigns, hereby releases and forever discharges Dragon Distributors, Inc., Dragon Arms, Inc., Dragon Man's Paintball Park, Inc., The Colorado Springs Historical Military Museum, Inc., Melvin Bernstein, and Terry Flanell and their successors, any and all of their agents, officers, servants, assigns, and employees, dealers or operators both jointly and severally from and from any and all covenants, liability, claims, demands, costs, expenses( including attorney's fees) actions, and causes of action whatsoever, arising out of or related to any and all loss, damage, or injury, including death that may be sustained by any or each of the undersigned, or to any property to any of the undersigned, while in, on, or upon these premises or any premises leased to, owned by, sanctioned by, or under the control or supervision, including negligence of Dragon Distributors, Inc., Dragon Arms, Inc., Dragon Man's Paintball Park, Inc., The C.S. Historical Military Museum, Inc., Melvin Bernstein, and Terry Flanell, which may have been or may be sustained by the undersigned in any way relating to or arising out of dirt bike/motorcycle riding, spectating en route to or from these premises, or any other premises leased to or under control or under supervision of Dragon Distributors, Inc., Dragon Arms, Inc., Dragon Man's Paintball Park, Inc, The C.S. Historical Military Museum, Inc., Melvin Bernstein, and Terry Flanell, whether caused by the negligence of the releasee's or otherwise. The undersigned also agrees to pay all attorney fees, expenses, and all related costs, should a lawsuit be filed against Dragon Distributors, Inc., Dragon Arms, Inc., Dragon Man's Paintball Park, Inc., The Colorado Springs Historical Military Museum, Inc., Melvin Bernstein, and Terry Flanell and the ruling is in favor of the defendant(Dragon Distributors, Inc., Dragon Arms, Inc., Dragon Man's Paintball Park, Inc., The Colorado Springs Historical Military Museum, Inc., Melvin Bernstein, and Terry Flanell). Each of the undersigned is duly aware that there are certain risks and hazards inherent upon entering said premises and/or in participating as a spectator and/ or participating in the riding of dirt bikes/motorcycles. Such risks and

hazards include, but are not limited to, heat stroke, heart attack, being shot by firearms, subject to insect bites & stings, piercing plants, malfunctions of equipment by the undersigned or any other rider, cuts, bruises, broken bones, severe bodily harm, including permanent disability, or death. Each of the undersigned also expressly acknowledges the injuries received may be compounded or increased by negligent rescue operations or procedures of the releasee's. Riders will be exposed to both natural and manmade hazards including but not limited to Acts of God, such as lightning, tornados, etc. Riding involves physical exertion and other risks, known and unknown and may result in injury to him/her or to others, or to personal property. Each 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. This includes being on any medication that would pose a risk to him/her under physically, exerting conditions.

Agrees to ride equipment in a manner which will not cause injury or damage to him/her or others riding or property of others. Understands that serious and permanent head injury can occur. Understands that it is his/her responsibility to wear approved safety gear accepts that responsibility. Understands that additional injury can occur if additional proper safety equipment is not worn, or can result even if safety equipment is worn. Understands the social and economic losses and/or damages that could result from those risks could be severe and could permanently change my future.

Understands that there will not be an ambulance or qualified first aid personnel on the premises. I understand the owners/operators are providing no insurance coverage.

I know the nature of the event(s) and my experience and capabilities, and am qualified to participate. I will inspect the premises, facilities and equipment to be used or may come in contact with. If I believe anything to be unsafe, I will immediately leave the premises and refuse to participate further.

Certifies that he/she is over 18 years old.

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 or property damage. Hereby agrees that this Release/Waiver of Liability, Assumption of Risk extends to all acts of Negligence by the releasee's, Including negligent rescue operations and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall I, notwithstanding, continue in full legal force and effect. If you have any doubts concerning any aspects of its contents, consult an attorney before signing it. This release of liability agreement covers all activities or events in hereafter.

I sign this agreement on my own behalf.

I hereby agree to the above release. 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. I understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without inducement, assurance or guarantee being made to me and extend my signature to be complete and unconditional

release to the greatest extent allowed by law. This waiver applies to present or in the future. In witness of, the undersigned has executed this release on:

DATE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT \_\_\_\_\_

WITNESS \_\_\_\_\_

PRINT \_\_\_\_\_

DRIVER'S LICENSE # \_\_\_\_\_ STATE \_\_\_\_\_

EXPIRATION DATE \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_ EMERGENCY PHONE# \_\_\_\_\_