

**WAIVER AND RELEASE OF LIABILITY FORM
RELEASE OF LIABILITY, WAIVE OF CLAIMS,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE THE CERTAIN LEGAL RIGHTS
INCLUDING THE RIGHT TO SUE**

To: Casey & Ryan Muizelaar o/a: Newcastle Outback Paint Balling

Assumption of Risk:

- 1.) I, the undersigned, wish to play Paintball, I recognize and understand that playing Paintball (hereinafter called the "Game") involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the game and injuries from tripping or falling over obstacles in the game playing fields. In addition, I recognize that the exertion of playing the game could result in injury or death.

- 2.) Despite these and other risks, and fully understanding such risks, I wish to play the Game and hereby assume the risks of playing the Game. I also hereby hold harmless the "Sponsors" and indemnify them against and all claims, actions, suits, procedures, costs, expenses (including attorney's fees and expenses), damages and liabilities arising out of, connected with, or resulting from my playing the game, including without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of such equipment. I hereby release the Sponsors from any and all such liability, and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns. I hereby certify to the Sponsors that I am in good health and do not suffer from a heart condition or other ailment which could be exacerbated by the exertion involving playing the Game, I further certify that I am 18 years of age or older.

** (By writing your *Initials* in the box to the *right*, you have read the understand the Assumption of risk)

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of participating in the "Game", I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **Newcastle Outback Paint Balling**, their directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as "the releasees");
2. **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation in **Paintball** due to any cause whatsoever, **INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;**
3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in **Paintball**; and
4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHT WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20____.

Witness

Signature of adult applicant 18 years old and older

(Please print name clearly)

**** If participant is less than 18 years old the fields to the right MUST be filled in correctly.**** →

Signature of Parent if Participant is less than 18 years old

Print Name (Child's Name)

PLEASE READ CAREFULLY!