Form #1

Medley Paintball Park, Inc.

9185 NW 96th Street Medley, Florida 33178
Office:305.888.5552 www.MedleyPaintball.com

Must Read and Sign to Play: **Waiver / Release**

IN CONSIDERATION of being permitted to participate in any way in the sport and activities of paintball on the premises of MEDLEY PAINTBALL PARK, INC., THE UNDERSIGNED Participant acknowledges, appreciates and agrees that he or she:

1. Has asked Medley Paintball Park to be allowed to play paintball and take part in paintball activities at Medley Paintball Park and acknowledges that the game involves intense physical and mental exertion and other risks, known and unknown and may result in serious or fatal bodily injury to the undersigned or others playing the game, even if all safety rules are followed;
2. Is aware of the possibility of risks of serious or fatal injury, including, but not limited to, being hit by a paintball, falling, tripping, snake bite, heat stroke, heart attack, insect bites & sting, improper use, malfunction or operation of equipment by the undersigned or any other player and others not following the safety rules. Players will be exposed to both natural and manmade hazards. While the protective equipment and personal discipline will minimize the risk, the possibility of bodily injury, permanent disability or death does exist;
3. Agrees to play the game according to the rules which have been explained, posted and provided and to follow directions given by any game referees;
4. 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 not being on any medications that would pose a risk to him or her under physically, exerting conditions;
5. Agrees to use the paintball equipment in a manner which will not cause injury or damage to himself / herself or others playing;
6. Certifies that he / she is 18 years old or older or has proper written consent from a parent or legal guardian if he/she is between the ages of 12-17;
7. Affirmatively consents to the use of the undersigned's image and likeness in photos, videos, name, comments, game results, etc. for Medley Paintball Park promotional purposes;
8. Understands and agrees to follow all safety rules and procedures set forth above and that such rules and procedures not followed by you or others could result in my injury, serious injury or death, and could result in expulsion from the facility, without a refund. Medley Paintball Par reserves the right to change the rules at any time. Should I observe any unusual or unnecessary hazard during my participation, I will bring such to the attention of the nearest official or employee as soon as practical;
9. Understands that serious and permanent eye injury, including loss of eyesight, can occur if approved 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;
10. Understands that the safety eyewear can fog or become dirty, and agrees that despite any, or other, such problems that he / she will keep them securely fastened to protect the eyes and will not remove them while on the playing field, at the chronograph, at the target range or in any other area where he / she might be struck by a paintball, other gas powered projectile device used in paintball;
11. Understands that loss of hearing from an ear shot, disorientation and injury from throat, groin, head or ear shots can occur if proper safety equipment is not worn to protect these areas, and understands it is his / her responsibility to wear or not wear such items; and
12. Knowingly and freely assumes all risks, both known and unknown, even if arising from the negligence of those persons released from liability below, and assume full responsibility for my participation.

IN CONSIDERATION of being permitted to participate in any way in the sport and activity of paintball on the premises of Medley Paintball Park Inc., the UNDERSIGNED on behalf of himself / herself, his / her successors or assigns, hereby releases and forever discharges Medley Paintball Park, Inc., its officers, its shareholders, its employees, the land owners of the paintball facility, land lease holders or managers, equipment distributors, and their successors, assigns, employees, officers, agents and franchisees, dealers or operators both jointly and severally, from any and all actions, covenants, claims and demands for damages, costs, expenses (including attorneys' fees), loss or injury, however arising, including, but not limited to, the negligence of Medley Paintball Park, Inc. which may have been or may be sustained by the undersigned in any way relating to or arising out of the playing paintball or taking part in activities at MEDLEY PAINTBALL PARK or arising from the paintball equipment, including but not limited to, the manufacture, selection, delivery, possession, use, or operation of the equipment or the natural environment. The undersigned desires and agrees to assume any and all risks, including those mentioned and not mentioned herein.

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT RELIEVING MEDLEY PAINTBALL PARK, INC., ITS OFFICERS, ITS SHAREHOLDERS, ITS EMPLOYEES, THE LAND OWNERS, THE GAME OPERATORS AND EQUIPMENT SUPPLIERS AND THEIR EMPLOYEES FROM LIABILITY FOR INJURY TO YOU. IF YOU HAVE ANY DOUBTS CONCERNING ANY ASPECT OF ITS CONTENTS, CONSULT AN ATTORNEY BEFORE SIGNING IT. THIS HOLD HARMLESS AGREEMENT COVERS ALL PAINTBALL ACTIVITIES OR EVENTS I PARTICIPATE IN HEREINAFTER.

I hereby agree to the above release and acknowledge the receipt of the referenced safety rules. I have read each and every item of this Waiver, I understand what each item means, will participate in spite of the herein mentioned risks and I agree to abide by the terms of this Waiver. This waiver applies to any and all paintball games I participate in at present or in the future.

IN WITNESS WHEREOF, the undersigned has executed this Release on (Date) _____.

_____ _____ _____/_____/_____
Participant's name (please print clearly) Age Birth date

_____ (_____)_____-_____
Street Address Phone number

_____ _____
City, State Zip Email address

_____
Signature of Participant

All players under the age of 18 at the time of participation must have a parent or guardian sign below.

I certify that I am the parent or guardian with legal responsibility for the above signed participant and agree to his/her release of Medley Paintball Park, Inc. and all other above releases and agree to indemnify MEDLEY PAINTBALL PARK, INC., its shareholders, its employees, its officers, the landowner and all other above named companies and individuals from any and all liabilities incident to his/her involvement in paintball games and activities for my heirs, assigns and next of kin.

If the participant is of minority age (less than 18 years old) the undersigned parent or guardian hereby gives permission for Medley Paintball Park, Inc. to authorize emergency medical treatment as may be deemed necessary for the above named participant.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENSION TO EXEMPT AND RELIEVE MEDLEY PAINTBALL PARK, INC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

_____ _____ _____
Print Name Parent/Guardian Signature of Parent/Guardian Date

_____
Parent or Guardian Driver's License #

(SEE REVERSE SIDE FOR SAFETY AND EQUIPMENT RENTAL)