

# **IMPORTANT: THIS IS A LEGAL DOCUMENT**

**Please read and understand this document before signing. If you have any questions please ask us or consult an attorney.**

Palmetto Paintball, LLC. and its staff have done everything possible to assure that our patrons have a rewarding Paintball experience. We wish to inform our patrons that Paintball is not risk free. The same elements that contribute to the unique character and fun of Paintball, such as physical exertion or being in the outdoors can cause loss or damage to equipment, and injury, illness, or in extreme cases, permanent trauma or death to yourself or others under your supervision. We do not want to heighten or reduce your enthusiasm for the experience, however, we want you to be aware in advance of what to expect, and be informed of some of the possible risks. We ask that you read and sign this release and waiver, then return it to our office.

## **PAINTBALL ACKNOWLEDGMENT OF RISK**

I, *(Print Member Name)* \_\_\_\_\_ acknowledge and agree that the sport of Paintball is an inherently dangerous activity. The game involves the use of pressurized markers that fire pellets containing dye, which are designed to burst on impact. Under normal conditions the paint pellets will not break skin on impact. However, should a pellet strike a person in the eyes, ears, nose or any vital area of the body which is not adequately protected, temporary or permanent muscle soreness; sprains; strains; cuts; abrasions; bruises; ligament and/or cartilage damage; head; neck or spinal injuries; loss of use of arms and/or legs; disfigurement or in extreme circumstances death, may occur. It is my responsibility to obey all rules at the Palmetto Paintball facility and to utilize all safety equipment at all times which is required by the Palmetto Paintball facility. Safety equipment is designed to minimize the risk of injury and/or death, but its proper use does not guarantee that such injury will not occur.

I understand that; (1) there are both foreseeable and unforeseeable risks of injury that may occur as a result of participating in this program; (2) serious and permanent eye injury, including loss of eyesight, can occur regardless if I wear approved paintball safety goggles in any area where paintball guns may be intentionally or accidentally discharged; (3) I understand that it is my responsibility to wear approved paintball goggles and I accept that responsibility; (4) goggles can fog or become dirty, and I agree that despite any such problems, I will not remove my goggles under any circumstances while I am on the playing field, at the target area or any other area I may be struck by a paintball; (5) although the field operator and staff will attempt to enforce safety and playing rules, I may be injured or die because other persons did not follow the rules; and (5) playing paintball involves risks, which include, but are not limited to, the risk of injury from being hit by paintballs, injuries from possible malfunction of equipment used in the game, and injuries from falling over natural or manmade obstacles on the game fields. Additionally, I may be playing the game on rough and hazardous terrain with wildlife. Although this facility has taken steps to minimize the hazards of the facility, the risk of injury can not be completely eradicated and there remains the risk that a participant could be injured as a result of the hazardous nature of the terrain and wildlife.

## **TRANSPORTATION ACKNOWLEDGMENT OF RISK**

As part of the paintball program, Palmetto Paintball, LLC, may provide transportation by motor vehicle, van, golf cart, or bus to and from the starting and ending point. In that event, I understand and agree that I cannot hold Palmetto Paintball, LLC liable for any injury I received due to the transportation Palmetto Paintball, LLC provides. I agree that the terms of this release shall cover any injury I receive due to an accident on the part of Palmetto Paintball, LLC whether by their negligence or the negligence of others.

## **CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION**

I certify that my family, including minor children, and myself are fully capable of participating. I state that I have read the above statement on some of the possible risks associated with Paintball. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, negligence of another participant in the Paintball program, or the negligence of Palmetto Paintball, LLC and its staff. I also understand that Palmetto Paintball, LLC reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in Paintball. My family and I are in good physical condition and able to undertake Paintball.

I agree to indemnify and hold harmless Palmetto Paintball, LLC and its staff, members, agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue Palmetto Paintball, LLC and its staff, members, agents and employees for any/ all actions or claims arising out of participation in the Paintball program. In short, I cannot sue Palmetto Paintball, LLC and its staff, members, agents and employees, and if I do, I cannot collect any money.

I agree that the site of any lawsuit, and the law governing any such lawsuit, shall be governed under the Federal Tort Claims Act. The terms of this agreement shall continue and be in effect after the Paintball trip/program or activity has ended.

[ \_\_\_\_\_ ]  
INITIALS

I hereby agree that if Palmetto Paintball, LLC is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay court costs and attorney fees if they successfully defend such action, lawsuit or litigation.

Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

### CONSENT TO PUBLICATION OF PHOTOGRAPH

I authorize and release to Palmetto Paintball, LLC and its staff the use of my image in any photograph or video recording for any purpose of Palmetto Paintball, LLC.

### MEDICAL TREATMENT CONSENT

I hereby give permission for transportation to any medical facility or hospital and I authorize any qualified guide, or medical personnel to render necessary emergency medical care for my family or me. I hereby authorize the release of any medical information, including information concerning my HIV or "AIDS" status, in the possession of Palmetto Paintball, LLC. to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse or other such person rendering care on my behalf. I hereby waive any action or claim against Palmetto Paintball, LLC. and its staff or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information including my HIV or "AIDS" status.

I have adequate health, disability and life insurance for my family and myself.

I, \_\_\_\_\_, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself, and my family this \_\_\_\_\_ day of \_\_\_\_\_ (month/year).

No one in my family or I have any medical condition that would prevent our participation in this activity except: \_\_\_\_\_.

### I have read and understood this agreement.

\_\_\_\_\_  
FIRST PARTICIPANT SIGNATURE

\_\_\_\_\_  
SECOND PARTICIPANT SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
THIRD PARTICIPANT SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PARENT(S) SIGNATURE OF MINOR PARTICIPANT

\_\_\_\_\_  
PARENT(S) SIGNATURE OF MINOR PARTICIPANT

PHONE: [\_\_\_\_\_] \_\_\_\_\_

\_\_\_\_\_

IN CASE OF EMERGENCY PLEASE CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_

I CARRY MEDICAL INSURANCE. YES \_\_\_\_\_ NO \_\_\_\_\_ GROUP NUMBER: \_\_\_\_\_

NAME OF PROVIDER: \_\_\_\_\_