

TOTAL COMBAT PAINTBALL

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OR RISK, AND INDEMNITY AGREEMENT (“AGREEMENT”)

Date of Birth _____ - _____ - _____

In consideration of participating in the **SPORT OF PAINTBALL (Printed name of Participant)**

_____, I represent, that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participating in the Activity.

I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the “releases” named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activity

I hereby release, discharge, and covenant not to sue **Total Combat Paintball, Inc. (TCP)**, its Respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASES” herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence or the “releases” or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releases, I will indemnify, save, and hold harmless each of the releases from any loss, liability, damage, or cost which any may incur as the result of such claim.

I hereby irrevocably consent to and authorize **TCP** and its designees to take, reproduce, display, publish or otherwise use, at any time and from time to time, my image, voice, likeness, sound, persona, and any statements made by me, and any film, photographs or drawings of me, or any part thereof, in any form (including, but not limited to, still and moving images, illustrations and animations), either alone or accompanied by other material, in any manner, throughout the world, for advertising, publicity, trade or any other lawful purposes, in any medium now known or hereafter developed (including, but not limited to, on the World Wide Web), without compensation to me. In addition to use of my own image.

I have read this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement and assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be valid the balance, notwithstanding, shall continue in full force and effect.

PARENTAL CONSENT (For Participants of Minority Age, Under age 18 at time of registration) AND I, the minor’s parent and /or legal guardian, understand the nature of the above referenced activities and the minor’s experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and **AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** each of the Releases from all liability, claims, demands, losses, or damages on the minor’s account caused or alleged to have been caused in whole or in part by the negligence of the releases or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against any of the above Releases, I **WILL INDEMNIFY, SAVE AND HOLD HARMLESS** each of the Releases from any litigation expenses, attorney fees, loss liability, damage, or cost any Release may incur as the result of any such claim.

Signature of Participant or Guardian /Print Name

Date

Address

Email Address

Emergency Contact

Phone Number