

COSSIO INSURANCE AGENCY 864-688-0121

**Recreational Activity Release of Liability, Waiver of Claims,
Express Assumption of Risk and Indemnity Agreement**

Heritage Alliance, Inc/DBA Mr. Paintball USA

I, _____ do hereby acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as PAINTBALL, including paintball and airsoft games and activities, the rental of equipment associated therewith of which I am about to engage in. I understand that these Inherent hazards and risks may include but are not limited to the following;

1. Risk of injury from the activity and the equipment is significant including the potential for permanent injury, or death.
2. Possible equipment failure and/or malfunction of my own or of other's including the rental equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, impact, encountering objects either natural or man-made, exposure to animals with the attendant risks for causing injury and/or death.
4. My own negligence and/or the negligence of others, including but not limited to operator error and guides decision making including misjudging terrain, weather, trails, and route location.
5. Attack by or encounter with insects, reptiles, and/or wild life.
6. Accidents or illness occurring in remote places where there are no immediate medical services.
7. Fatigue, chill, and/or dizziness, which may diminish my reaction time and increase the risk of accident.

***I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

By participating in the activities described above, I hereby acknowledge and agree to the following;

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Mr. Paintball USA and it's owners, officers, agents, and employees from any and all claims, actions for losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of paintball / airsoft equipment or my participation in paintball activities.

I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, officers, agents, or employees of Mr. Paintball USA.

Medical Permission Authorization

If the participant is a minor, the undersigned hereby gives permission for Mr. Paintball USA to authorize emergency medical treatment as may be deemed necessary for the child named below while participating in paintball games.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of Participant

Signature of Adult Participant

Date

Address, city, state, zip

Email Address

Phone Number

Birth Date (month/Day/Year)

For Participants of Minority Age, this is to clarify that, I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all releases, but also to release and indemnify the releases and all liabilities from any incidents to his/her involvement in these programs for myself, my heirs, assignees, and next of kin.

**(Name of Parent or adult Legal Guardian)
If participant is a less than 18 years of age**

(Signature of Parent or adult legal Guardian of minor)