

# Rocky's Paintball

20 Rocky's Creekside Lane Monroeton, PA 18832 ph #(570) 265-9208

## Waiver and Release of Liability

**Read Carefully: If you don't agree to the terms herein, you may return the equipment for a full refund of any amounts that you have paid.**

In consideration of Rocky's Paintball furnishing services and/or equipment to enable me to participate in paintball games, I agree as follows:

1. I will wear protective eye equipment at all times while using the paintball or air soft equipment, including but not limited to a full face mask or goggles. I acknowledge that failure to wear protective equipment will increase my risk of injury.
2. I will be instructed on how to use the equipment in a safe manner and agree to use it in this manner. There are certain safety rules to follow while participating in paintball/air soft activities. I agree to follow these rules.

I fully understand and acknowledge that: (A) risks and dangers exist in my use of paintball/air soft equipment and my participation in paintball activities; (B) my participation in such activities and/or use of such equipment may result in my injury or illness including but not limited to bodily injury, disease, strains, fractures, partial and /or total paralysis, eye injury, blindness, heat stroke, heart attack, death, or other ailments that could cause serious disability; (C) these risks and dangers may be caused by the negligence of the owners, employees, or agents of Rocky's; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature, equipment failure or misuse, variations in terrain, rocks, trees, or other natural or manmade obstacles, or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (D) by my participation in these activities and /or use of equipment, I hereby voluntarily assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or other conduct of the owners, agents, employees of Rocky's, or by any other person.

I, on behalf of myself, my personal representatives, and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Rocky's and its owners, agents, and employees from any and all claims, actions, sufferings, losses or bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of my use of paintball 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, agents, or employees of Rocky's.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE ROCKY'S OWNERS, SUCCESSORS, ESTATES, AND EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I RELEASE MY RIGHT TO SUE FOR ANY OF ABOVE REASONS. I UNDERSTAND I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS WAIVER VOLUNTARILY.

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Print name	Age	Date of birth	phone #
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Address	City	State	Zip code
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Signature or Signature of Parent/Guardian (if under 18 yrs old)			Date
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Printed Name of Parent/ Guardian			
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