

THIS IS A RELEASE OF LIABILITY --READ BEFORE SIGNING

NOTE: THIS FORM MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS ALLOWED TO TAKE PART IN ANY PAINTBALL EVENT.

PARTICIPANT'S NAME _____ **DATE OF BIRTH** _____
(Please Print)

IN CONSIDERATION of being permitted to participate in any way in the sport and activities of paintball, I acknowledge, appreciate, and agree that:

1. The risk of injury from the activity and weaponry involved in paintball is significant, including the potential for permanent disability and death, and while particular protective equipment and personal discipline will minimize this risk, the risk of serious injury does exist;
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH 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; and,
3. I understand that the activities of paintball are physically and mentally intense. I understand the rules of play and will comply with all rules and regulations. If I observe any unusual or unnecessary hazard during my participation, I will bring such to the attention of the nearest official as soon as practical; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS WINKEYDOODLES INC., WINKEYDOODLES PAINTBALL ADVENTURES, the owners and lessors of premises used to conduct the paintball activities, their officers, officials, agents and/or employees ("Releasees), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, except that which is the result of gross negligence and/or wanton misconduct.
5. I understand and agree that this Release of Liability Agreement covers each and every paintball activity and event in which I participate hereafter.
6. I consent to having my photograph taken and hereby grant to WinkeyDoodles the absolute and irrevocable right and unrestricted permission to use, re-use, display, distribute, transmit, publish, re-publish, copy, or otherwise exploit, either in whole or in part, either digitally, in print, or in any other medium now or hereafter known, for any purpose whatsoever and without restriction, photographs taken of me, or in which I may be included; to alter the same without restriction; and to copyright the same. I understand and agree that WinkeyDoodles may or may not use my name in conjunction with the photographs as he or she so chooses. I hereby release and discharge WinkeyDoodles, and WinkeyDoodles agents, representatives, and assignees from any and all claims and demands arising out of or in connection with the use of the photographs, including without limitation any and all claims for invasion of privacy, right of publicity, and defamation.

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

X _____ Date Signed: _____
PARTICIPANT'S SIGNATURE

ADDRESS CITY STATE ZIP CODE

EMAIL _____

PARENT OR GUARDIAN MUST READ THIS FORM AND SIGN BELOW

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree not only to his/her release of WINKEYDOODLES INC., WINKEYDOODLES PAINTBALL ADVENTURES, and all other Releases but also to release and indemnify the Releases from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

X _____
PARENT/GUARDIAN'S SIGNATURE EMERGENCY PHONE #(S)

Date Signed: _____