

Cheat River Outfitters, Inc Waiver and Release of Liability

This form must be read and signed before the participant is allowed to take part in any paintball event. All entries must be legible.

In consideration of being permitted to participate in any way I the sport and activities of paintball under the auspices of Cheat River Outfitters, Inc. 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 CHEAT RIVER OUTFITTERS, INC., the owners of the premises used to conduct paintball activities, their officers, agents, and/or employees ("releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to the person or property, WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES OR OTHERWISE, except that which is the result of gross negligence and/or wanton misconduct; and
5. I understand and agree that this Liability Release Agreement covers each and every paintball activity and event in which I participate with Cheat River Outfitters on the date specified on the Release; and
6. I agree that each of the provisions of the Agreement and Release are severable and the invalidity or inapplicability of one or more provisions in whole or in part, shall not affect any other provisions;

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 AND INDUCEMENT.

Name ✓ _____ Date ✓ _____

Address ✓ _____

City ✓ _____ State ✓ _____ Zip ✓ _____

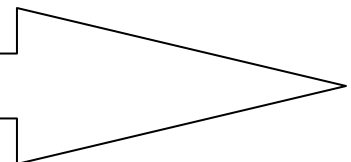
Email _____

Signature ✓ _____ Age ✓ _____

Signature of Parent/Legal Guardian ✓ _____

(Required if participant is under 18 years old)

Please proceed to side 2



PAINTBALL RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during paintball activities:

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of paintball activities, I will notify the instructor/guide/employee of the insured immediately and before moving away from the vicinity.

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.

Age	Signature of Adult Participant	Name of Adult Participant (Please Print)	Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify 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 Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

Signature of Parent or adult legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.	Name of Parent or adult legal Guardian (Please Print)	Date
Name of Minor (Please Print)	Age of Minor	

If you cannot sign the above declaration because of any of the above conditions, you must notify the instructor/ Guide/Employee of the insured immediately before commencing paintball activities.



Office Use Only:

Attention of the Authorized Insured Only (Counter-Sign upon full and correct completion)		
S/		
Counter-Signature of Authorized Insured	Name of Authorized Insured (Please Print)	Date