

# **SONS OF THUNDER PAINTBALL**

## **Liability Release, Indemnification, & Hold Harmless Agreement**

In consideration of participation in the sport of paintball, and other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Sons of Thunder Paintball Inc. and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them ("hereafter collectively referred to as SOT") on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that the sport of paintball involves known unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, blindness, bruises or other injuries caused by markers, injuries caused by falls and collision with objects, other participants, or uneven surfaces; medical conditions and illness resulting from physical activity; and damage to clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all the risks inherent in this activity or that might have been caused by the negligence of SOT. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe the event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SOT from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. Should SOT or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where SOT's facility is located, and I further agree that the substantive law of that state shall apply.
6. I hereby grant SOT the irrevocable and unrestricted right to use and publish photographs or video of me or in which I may be included, for editorial trade, advertising, and any other purpose and in any manner and medium; and to alter the same without restriction. I hereby release SOT from all claims and liability relating to said photographs.
7. I agree that I have read and will adhere to all Rules for the SOT facilities, provided at the facility or online, and that I have participated in the safety briefing. I agree that violation of any SOT Rules is grounds for immediate expulsion without refund.
8. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released.**

**I have read and understood this document and I agree to be found to be bound by its terms.**

Name \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### **Parent or Guardian additional agreement (must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (Print minor's name) being permitted to participate in this activity, I further agree to indemnify and hold harmless SOT from any claims alleging negligence which are brought by or on behalf of the aforementioned minor or are in any connected such participation by the aforementioned minor. I also hereby give permission for SOT to authorize emergency medical treatment as may be deemed necessary for the aforementioned minor while participating in this activity.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_