

## Release of Liability / Agreement Not to Sue



I, \_\_\_\_\_, am aware that I am participating in a Paintball Field Game and or Exercise. Paintball consists of team play and shooting balls of paint at opponents using a paintball gun called a marker with compressed air. On impact the paintball explodes and paint is a visible on the individual or object that was "hit". The speed of the ball can and will cause some pain or irritation unless the individual has layers of protective clothing.

I am aware that participating in **Double Diamond Paintball** activities includes certain risks. I fully understand and acknowledge that: (A) outdoor recreational activities such as using paintballs, paintball markers, paintball courses, hiking, running and exploring have inherent risks, dangers, and hazards and such may exist in my use of **Double Diamond Paintball** property and equipment and my participation in the above mentioned activities; (B) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, strains, fracture, partial and/or total paralysis, death or other ailments that could cause serious disability; injuries to hands, feet, ankles, head and any other parts of my body from contact with paintballs, ground, or other objects or persons during operation; injuries or death from the malfunction and/or failure of the paintball equipment, malfunction and/or failure of the marker and air system; injuries from improper or unexpected entry into the field playing area; exposure to insect and snake bites, exposure to extreme temperatures and inclement weather, slips and falls, exposure to water and frontier terrain including animal waste, encounters with animals such as dogs, coyotes, mountain lions, and bears, collisions with other participants or objects, my physical condition, and injury and illness in remote areas without means of rapid evacuation or adequate medical care; (C) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of **Double Diamond Paintball**, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. If I choose to participate in **Double Diamond Paintball** activities, risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, referee decision making, misjudgment of a referee, weather, trail or course conditions, my physical or mental ability to participate in the activity, risks of falling from obstacles, platforms, stands or towers and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and; (D) by my participation in these activities and/or use of equipment, I hereby 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, officers, or employees of **Double Diamond Paintball** or by any other person, and that they may arise from foreseeable or unforeseeable causes.

For reliance by **Double Diamond Paintball, LLC**, I state that I am voluntarily participating in this activity (with or without instruction), and that I have full knowledge of the dangers involved. I hereby accept full responsibility for the risks and dangers to me connected with any **Double Diamond Paintball** activities. (If the participant is a minor, "I," "me," and similar words also refer to the participant's parent(s) or legal guardian(s). If the participant is a minor, "you" and similar words also include the minor even if the participant's parent(s) or legal guardian(s) are signing on the participant's behalf.)

Please sign legibly: \_\_\_\_\_

Print name: \_\_\_\_\_

1. I agree that I must use the facilities of **Double Diamond Paintball**, only in accordance with Game Rules and Instructions (see other side) issued by **Double Diamond Paintball**, Denver Water, and 4 Eagle Ranch, and any of their employees, agents, sponsors or providers.
2. I agree that, during any **Double Diamond Paintball** activities, my use of any equipment that I provide, or that I borrow or rent from **Double Diamond Paintball**, or any other sponsors or providers, will be entirely at my own risk. I understand and agree that **Double Diamond Paintball**, and any other sponsors or providers, shall not be liable for any loss, personal injury or death, or damages resulting from the use, or the unsuitability, of said equipment. **Double Diamond Paintball**, and its sponsors and providers, make no warranties of any kind regarding this equipment.
3. To the fullest extent allowed by law, I agree to RELEASE, INDEMNIFY and HOLD HARMLESS **Double Diamond Paintball**, Denver Water, and 4 Eagle Ranch, and any of their employees, agents, officers, directors, contractors, sponsors, and providers from all actions or claims from myself, or my heirs or personal representatives, for any loss, personal injury or death, or damages resulting from my participation in any **Double Diamond Paintball** activities, including the use of any equipment.
4. The terms of this release shall also be binding upon all other persons (including all minors and family members) who may accompany me, and upon their heirs, executors, and administrators. I understand this release is a binding contract that supersedes any other agreements or representations, and that this release is intended to provide a comprehensive release of liability to the greatest extent permitted by law. The specific rights of the parties may vary from state to state. If any part of this release is deemed unenforceable, all other parts shall be given full force and effect.
5. I am legally competent to sign this release or my parent or legal guardian has also read and signed this release.
6. I give my permission to **Double Diamond Paintball** to use photographs, audio and video recordings and facsimile images of me, e-mail address(s), without compensation, for promotional and/or marketing information/activities.

**Game Rules and Instructions:**

- 1) You must receive an orientation before you play.
- 2) Release of Liability / Agreement Not to Sue must be filled out by parents if under age 18.
- 3) Approved goggles ON at ALL times while on the playing field and beyond spectator area.
- 4) Barrel covers ON and Safety's ON when not on the playing field.
- 5) No firing of marker while on field PRIOR to start and AFTER game is over.
- 6) Chronograph personal guns every game.
- 7) No physical contact, arguing, profanity or unsportsman-like conduct.
- 8) No blind firing.
- 9) Referee's calls are FINAL and inarguable.
- 10) Do NOT shoot the referees.
- 11) Do NOT leave the playing field until cleared by a referee.
- 12) Do NOT hurdle or climb on or over obstacles.
- 13) Do NOT shoot toward road or spectators.
- 14) Use Double Diamond Field Paint ONLY.
- 15) Do NOT pick up paint out of the dirt and keep dirt out of markers.
- 16) No refunds on paint purchases.
- 17) We reserve the right to refuse service to anyone.
- 18) Anyone suspected of being under the influence of drugs or alcohol will be ejected from the premises.
- 19) You are liable for your equipment; personal and rented.
- 20) Report any infractions immediately to a referee.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS RELEASE AGREEMENT OF MY OWN FREE WILL.**

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Participant / Legal Guardian / Parent

Please Print Name

(Must be signed by parent or legal guardian if participant is a minor)

\_\_\_\_\_

Child's Name #1 & #2 Do you have any medical conditions? YES NO

\_\_\_\_\_

\_\_\_\_\_

Email Address

Explanation (if yes)

If I am signing on behalf of a minor (under age 18), in addition to the above, I also agree to RELEASE, HOLD HARMLESS and INDEMNIFY **Double Diamond Paintball**, Denver Water, and 4 Eagle Ranch and any of their affiliates, employees, agents, officers, directors, contractors, sponsors, and providers for any loss, personal injury or death, or damages resulting from the minor's participation in any of the **Double Diamond Paintball** activities described above, including the use of any equipment.

Double Diamond Paintball, LLC

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