

WAIVER AND RELEASE OF LIABILITY

Read Carefully

In consideration of **HIS PUMPKIN PATCH**, furnishing services and/or equipment to enable me to participate in paintball games, I agree as follows: I fully understand and acknowledge that; (a) risks and dangers exist in my use of paintball 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, officers, or agents of His Pumpkin Patch, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature 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 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, employees of His Pumpkin Patch, 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 His Pumpkin Patch and it's owners, agents, officers and employees from any and all claims, actions or losses for 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, officers or employees of His Pumpkin Patch.

I have read and understand the posted rules of play and will comply with all rules and regulations. If I receive a total of 4 marks on my wristband for rules violations, I will not be allowed to continue play and agree no refunds will be issued for any field/rental fees paid.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE **HIS PUMPKIN PATCH** FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Name _____ Date Signed _____

Age _____ Date of Birth _____ Phone # _____

Address: Street, City, State, and Zip

Participant's Signature