

Da Nuke Paintball Games

release and waiver of liability, assumption of risk and indemnity agreement for participants and spectators

This form must be notarized or completed in the presence of a Da Nuke employee. You must be at least 18 years old to complete this form without a parent or legal guardian.

In consideration of the services being rendered by Byron Paintball Games dba Da Nuke Paintball Games (hereinafter known as Da Nuke) the undersigned agrees to indemnify, release, hold harmless, and discharge Da Nuke and it's owners, officers and employees on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

- I. I acknowledge the sports of paintball and other related activities are inherently dangerous and carry an assumption of risk.
 - II. I, the undersigned, further am aware that risks, hazards and dangers necessarily increase when using man made or naturally occurring obstacles, including but not limited to Airball bunkers, hyperball tubing, Trees, logs, forts, ditches, creeks, bluffs, wooden barricades, tape lines or any other structure and device and that potential personal injury, death, disability, paralysis, emotional injury, property damage and other unanticipated injuries may result from my participation in activities held by Da Nuke.
 - III. Risks include, but are not limited to: Collision with other participants, the trees or other fixed objects and fixtures, falling down, my own equipment failure or the failure of other participants' equipment, my own negligence or others, unregulated guns, unsafe tanks, poorly manufactured goggles, improperly manufactured paintballs, guns intentionally or unintentionally altered with "Cheater Modes" or features, colliding with non-participants, such as staff, media personnel, spectators and referees.
 - IV. These risks are further increased when other persons, whether or not of the same level of experience or skill are present at the same time and using the same facilities. These risks will vary from time to time and day to day based on participant levels, course design, set up, equipment, type of event, and other factors.
- A. I hereby expressly agree and promise to accept all of the risks existing in this activity. My participation is strictly voluntary. I further release, waive, discharge the owners, agents, officers, employees, volunteers, participants and all other persons or entities acting in any capacity for or with Da Nuke.
 - B. I certify that I have adequate insurance coverage in the eventuality any injury or damage I may cause or suffer while participating or other related usage of Da Nuke, its premises or equipment. Should my insurance prove inadequate, I agree to bear all cost of any such injury or damage to myself, or others, caused by my actions.
 - C. I further certify that participating in the strenuous activities at Da Nuke may aggravate any medical conditions I may have whether known or hidden. I agree to accept all responsibility for my physical well being.

The undersigned understands that participants are required to wear adequate head, face and eye protections while participating and the use of additional protective gear including chest protectors, neck guards, footwear, elbow and knee pads is recommended. Participants are required to follow all rules of conduct and are not to take unreasonable risks while using this facility, including causing any other players an unreasonable risk of harm.

I certify that I am at least 18 years old. I have completely read and understand this waiver and accept all its terms. I understand that I have given up substantial rights by signing it. I further understand the release is intended to be as broad and all inclusive as is permitted by the laws of the State of Illinois and that should any portion thereof be held invalid, agree that the balance shall, not withstanding, continue in full force and effect. I am signing freely and voluntarily without any inducement, assurance or guaranty being made to me. Prior to signing this waiver and release, I have had the opportunity to ask any questions concerning the waiver and release, I have had the opportunity to ask any questions concerning the waiver and release, Da Nuke and the paintball park facility.

I am participating in: recreational clinic tournament practice tournament play

Please print clearly If we Cannot read it You cannot play!

Name: _____ Date: _____

Address: _____ City _____ State _____ Zip _____

Signature: (only if 18 or older) _____

Signature of Parent/Legal Guardian _____

Emergency contact _____ Phone _____

If you would like your child to have access to the paintball park in the future, without your attendance--**Complete the section below.** I further understand, acknowledge and desire this waiver remain in full force and effect for one (1) calendar year from the above date. By further signing below, I understand and realize that my child may be able to re-enter Da Nuke without my knowledge or per occasion consent.

Parent/Legal Guardian _____

If the participant is under 18 years of age, and the **parent or guardian is NOT PRESENT**, this form **MUST** be notarized.

Notary Signature _____ Date _____ Seal: _____