

The RENTER, in consideration of the services provided by BUCKEYE PAINTBALL, LLC, represents and warrants that he or she has no physical infirmity, and is under no treatment for the physical infirmity or chronic ailment or injury of any nature, and is physically able to participate in the sport of Paintball and agrees to the following rules and conditions. The Renter accepts that all rules and conditions are subject to change without notice.

1. ASSUMPTION OF RISK.

I fully realize that the activities of paintball involve dangers that cannot be foreseen, and that bodily injury, disfigurement, or death could result from participation in these activities. I know and understand the scope and nature of the risks involved in the activities contemplated by this Agreement and voluntarily and freely choose to incur such risks. I recognize that any and all rented equipment is my responsibility for the duration of the rental period and any injuries or damages that result from the use or misuse of that equipment is my responsibility. (Please initial): \_\_\_\_\_

2. EXEMPTION FROM LIABILITY.

I exempt and release the owners, employees, equipment manufacturers, corporations, companies, their officers, directors, agents, servants, employees, bailors and lessees from any and all actions or causes of action whatsoever arising out of any damage, loss or injury to me or my property while participating in any of the activities contemplated by this Agreement, whether such loss, damage or injury results from the negligence of the owners, employees, equipment manufacturers, corporations, companies, their officers, directors, agents, servants, employees, bailors and lessees, or from some other cause. (Please initial): \_\_\_\_\_

3. COVENANT NOT TO SUE

I agree never to institute any suit or action at law or otherwise the owners, employees, equipment manufacturers, corporations, companies, their officers, directors, agents, servants, employees, bailors and lessees, not to initiate or assist the prosecution of any claim for damages or cause of action which I, my heirs, executors or administrators hereafter may have by reason of injury to my person or my property arising from the activities contemplated by this Agreement. (Please initial): \_\_\_\_\_

4. INDEMNITY AGAINST THIRD PARTY CLAIMS

I will indemnify, save and hold harmless the owners, employees, equipment manufacturers, corporations, companies, their officers, directors, agents, servants, employees, bailors and lessees, from any and all losses, claims, actions or proceedings of every kind and character which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from any events or happenings which occur while engaged in the activities contemplated by the Agreement. (Please initial): \_\_\_\_\_

5. CONTINUATION OF OBLIGATIONS

I agree and acknowledge that the terms and conditions of the foregoing EXEMPTION FOR LIABILITY, COVENANT NOT TO SUE, and INDEMNITY AGAINST THIRD PARTY CLAIMS shall continue in full force and effect now and in the future at all times during which I participate, either directly or indirectly, in the activities of the Company and shall be binding upon my heirs, executors, and administrators of my estate. I acknowledge that I have read all of the provisions above, fully understand the terms and conditions expressed there, and have freely chosen between acceptance of the provisions of the foregoing paragraphs relating to EXEMPTION FOR LIABILITY, COVENANT NOT TO SUE, INDEMNITY AGAINST THIRD PARTY CLAIMS and CONTINUATION OF OBLIGATIONS as indicated by striking and initialing the provisions not agreed to. (Please initial): \_\_\_\_\_

In addition to, and in connection with these exemptions and releases, I hereby specifically release and exempt the following: Buckeye Paintball, LLC, their officers, directors, agents, servants, employees, bailors and lessees, from any and all actions that may result and agree to take full responsibility for any actions, damages or injuries resulting from any and all rented goods while they are in my care. (Please initial): \_\_\_\_\_

I have read this page. (Please initial): \_\_\_\_\_

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Date