

TANK'S Paintball Park, Inc.

WAIVER, RELEASE FROM LIABILITY, INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS DOCUMENT IS A WAIVER. I UNDERSTAND THAT A WAIVER IS AN INTENTIONAL RELINQUISHMENT OF KNOWN, VALUABLE LEGAL RIGHTS.

In consideration of Tank's Paintball Park, Inc. ("TPP") furnishing services, a designated area, and/or equipment for my participation in paintball games, I, on behalf of myself and my wards, personal representatives, agents, heirs and next of kin (collectively referred to as "Releasor"), hereby agree as follows:

Releasor fully understands and acknowledges that: (a) risks and dangers exist in the use of paintball equipment and participation in paintball activities; (b) participation in such activities and/or use of such equipment may result in 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 or even death; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers, servants or agents of TPP, the negligence of the participants, the negligence of others, accidents, breaches of contract, forces of nature, acts of God, or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by Releasor's participation in these activities and/or use of equipment, Releasor hereby assumes all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence, gross negligence or other conduct of the owners, agents, servants, officers, employees of TPP, other participants, or by any other person.

Releasor releases, waives, holds harmless, defends, indemnifies and forever discharges TPP and its agents, servants, employees, owners, and officers, and any lessors of the premises (collectively referred to as "Releasees") from any and all claims or causes of action which Releasor may have or claim to have, known or unknown, which might arise, or claim to have arisen, by reason of any bodily injuries, property damage, illness, pain, suffering or death, or otherwise, which may arise out of or relate to Releasor's use of paintball equipment, participation in paintball activities, or presence in, or use of, the indoor and outdoor facilities (including, but not limited to, buildings, parking areas, driveways, outdoor structures, and appurtenant facilities) in connection with the paintball activities. Releasor specifically understands that Releasor is releasing, discharging, and waiving any claims or actions that Releasor may have presently or in the future for the negligent or grossly negligent acts or other conduct by the Releasees. Releasor specifically waives all rights to any action, suit or other proceeding against Releasees arising out of or related to the actions, causes of action, claims or demands hereby waived, released or discharged by Releasor, whether arising in contract, tort, negligence, strict liability or otherwise.

By signing this document, Releasor understands that any photographs or videos taken while on the property of TPP may be released and viewed by the general public either in publications, advertising, Internet, sales, or general uses of photography. Releasor agrees not to hold TPP responsible for any photographs or videos taken for resale or otherwise by agents of TPP or any third persons.

All players, referees, observers and anyone else must wear goggles at all times while playing or watching games while on or beside the fields in play. This includes standing outside the area of netting. It is highly encouraged and recommended that all players and referees wear face, ear, head, neck, throat, knee, elbow and groin protection. SLIDING IS PROHIBITED WITHOUT THE USE OF KNEE PADS. All players are discouraged from shooting into these same areas. I understand that I have been instructed that the above mentioned protective gear is strongly recommended for myself or any minor persons that I am signing for. I also understand that it is my responsibility to ensure that any marker that I am use on the field, or that a minor person in my custody uses, is set below 300fps.

The validity and interpretation of this document shall be governed by the laws of the State of Texas. Furthermore, it is agreed that this document is executed and performed in Harris County, Texas for all intents and purposes. Any dispute regarding this Agreement shall be subject to jurisdiction and venue in Harris County, Texas.

Releasor expressly agrees that this Release, Waiver, Hold Harmless and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that, if any portion of the Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

This document contains the entire agreement between the parties to this Agreement and the terms of this document are contractual and not a mere recital. RELEASOR HAS CAREFULLY READ THE ABOVE WAIVER, RELEASE FROM LIABILITY, INDEMNITY AND HOLD HARMLESS AGREEMENT, SIGNS IT AS RELEASOR'S OWN FREE ACT, AND HEREBY AGREES THAT IT IS RELEASOR'S INTENTION TO RELIEVE RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. RELEASOR IS AT LEAST 18 YEARS OF AGE AND IS SIGNING THIS DOCUMENT FOR HIMSELF/HERSELF.

Print Name: _____

Signature: _____

CHECK HERE TO

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Address: _____

City/State/Zip: _____

PLACE WAIVER ON FILE

Phone: _____

Birthdate: _____

Today's Date: _____

PARENT/GUARDIAN WAIVER, RELEASE FROM LIABILITY, INDEMNITY AND HOLD HARMLESS AGREEMENT ON BEHALF OF A MINOR

In consideration of _____ ("Minor") being permitted to participate in paintball activities and to use any and all of TPP's equipment and facilities, I, the Minor's parent/guardian, hereby agree to each and every provision of the above Waiver, Release from Liability, Indemnity and Hold Harmless Agreement on behalf of my minor child.

Parent/Guardian's Name: _____ Signature: _____

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Today's Date: _____ Emergency Contact Number: _____

PLACE WAIVER ON FILE