

AGREEMENT AND RELEASE OF LIABILITY [Paint Ball]

Release executed on _____, by _____
[Date] [Parent's name] [Child's name]

Of _____, City/Village/Town of _____
[Address]

County of _____, State of _____, referred to as releasor.

For and in consideration of permitting releasor to enroll and participate in Paint Ball instruction and activities given and conducted by El Rancho de Paz, referred to below as releasee, in the Town of Owego, County of Tioga, State of New York, releasor voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, death or property damage occurring to releasor as a result of engaging or receiving instruction in the Paint Ball or in any activities incidental to such Paint Ball activities or instruction, wherever or however any such injury, death or property damage may occur, whether by the negligence of releasee or otherwise, and for whatever period during which such Paint Ball activities or instruction may continue.

Releasor assumes full responsibility for all risk of bodily injury, death or property damage caused by the negligence of releasee or otherwise while engaged in any Paint Ball activity or instruction with releasee.

Releasor does for himself and his heirs, executors and administrators and assigns release, waive, discharge and relinquish any actions or causes of action for personal injury, death or property damage that may arise from participating in the Paint Ball instruction or activities conducted by releasee, and agrees that under no circumstances will releasor or releasor's heirs, executors and administrators and assigns prosecute or present any claim for personal injury, death or property damage against releasee or any of releasee's officers, agents, servants or employees for personal injury, death or property damage arising from participating in any Paint Ball activities or instruction conducted by releasee, whether such personal injury, death or property damage be caused by the negligence of releasee or otherwise.

Releasor, for himself and his heirs, executors, administrators, and assigns agrees that in the event that any claim for personal injury, death or property damage shall be prosecuted against releasee, releasor shall indemnify and save harmless releasee for any and all such claims or causes of action by whomever made and wherever presented.

Releasor acknowledges that releasor has read and signed the Paint Ball Safety Rules and agrees to conform and abide by and with all these Rules and Safety Procedures.

Releasor acknowledges that releasor has read this release, has been fully and completely advised of the potential dangers incidental to engaging in the activity and instruction of the Paint Ball, and is fully aware of the legal consequences of signing this release.

Dated: _____
Child [Signature]

If the participant is under the age of 18 years, their parent or guardian must also sign below.

Dated: _____
Parent/Guardian [Signature]