PAINTBALL RELEASE OF LIABILITY

READ BEFORE SIGNING
NOTE: THIS FORM MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS ALLOWED TO TAKE PART IN ANY PAINTBALL EVENT.

Participant's Name: _____ Date of Birth: _____

In consideration of being permitted to participate in any way in the sport and activities of paintball at KITTATINNY PAINTBALL, I acknowledge, appreciate, and agree that:

1. The risk of injury from the activity and weaponry involved in paintball is significant, along with the risk of transportation and the risk of other participants including the potential for permanent disability and death, and while particular protective equipment and personal discipline will minimize this risk, the risk of serious injury does exist,

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN ARISING FROM THE NEGLIGENCE of those persons released from liability below, and assume full responsibility for my participation; and,

3. I understand that the activities of paintball are physically and mentally intense. I understand the rules of play and will comply with all the rules and regulations. If I observe any unusual or unnecessary hazard during my participation, I will bring such to the attention of the nearest official as soon as practical; and,

4. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE AND HOLD HARMLESS KITTATINNY PAINTBALL, KITTATINNY CANOE CORP, KITTATINNY CAMPGROUNDS INC., OR JONES PARTNERS, L.P., the owners and lessors of premises used to conduct the paintball activities, their officers, officials, agents and/or employees ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, except that which is the result of gross negligence and/or wanton misconduct; and,

5. I understand and agree that this Release of Liability Agreement covers each and every paintball activity and event in which I participate hereafter. I am in good health and am at or above the minimum age stated in the Releasees brochure for this activity. I understand that strenuous physical exertion may be required and I have no known physical disabilities or health problems which present any risk to my participation in this activity. I permit the use of any photos, slides, or films, of myself taken during a day's activities for publicity, advertising, promotion or other commercial purpose. Any claims or dispute arising from my participation in Releasees activities or use of Releasees equipment shall be venued in the Sullivan County Supreme Court of the State of New York.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT. I AGREE TO ABIDE BY ALL THE RULES OF THE PAINTBALL ORIENTATION AND WILL NOT PLAY UNTIL I HAVE HEARD AND UNDERSTOOD THE ORIENTATION.

_____(SEAL) _____ _____

Participant's Signature | Date Signed | Telephone Number

_____

Address, City, State, Zip

FOR PARTICIPANTS UNDER THE AGE OF 18 AT TIME OF REGISTRATION

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree not only to his/her release of Kittatinny Paintball and all other Releasees but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

_____(SEAL) _____ _____

Parent/Guardian Signature | Date Signed | Emergency Telephone Number

3/2008