

WAIVER OF LIABILITY, ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT

***** PLEASE PRINT IN BLOCK LETTERS *****

Name of Participant: _____ Age: _____	
LAST	FIRST MI
Address: _____	
NUMBER	STREET CITY STATE ZIP
Phone Number: (____)____-_____ E-mail: _____	
Emergency Contact Information	
Name: _____ Phone Number: (____)____-_____	
LAST	FIRST RELATIONSHIP

READ BEFORE SIGNING

This is a binding legal document. The purpose of this agreement is to exempt, waive, and relieve Releasees, defined below, from liability for personal injury, property damage, wrongful death or other claims that may result from my being a Participant in the sport and activities of Sniper Instinct, an outdoor activity combat game.

In consideration of being permitted to participate in any way in the sport and activities of Sniper Instinct at a venue chosen by either the participating parties or Sniper Instinct, and having voluntarily elected to participate, I, as Participant (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), covenant and agree as follows:

1 RULES, TERMS, AND CONDITIONS OF PARTICIPATION. I have read and understand the Rules, Terms, and Conditions of Participation (and have explained them to my minor Participant, if applicable) and will comply with them at all times. Management, in its sole discretion, may terminate my participation at any time if I fail to abide by the Rules, Terms and Conditions of Participation. Management also reserves the right to modify or cancel Sniper Instinct Activities due to unfavorable weather conditions or technical difficulties.

2 APPRECIATION OF RISK. I comprehend and appreciate that there are foreseeable and unforeseeable inherent dangers and risks of harm involved in the sport and activities of Sniper Instinct. I acknowledge that the activities are physically and mentally intense. I fully understand and acknowledge that; (a) risks and dangers exist in my use of Sniper Instinct equipment and my participation in Sniper Instinct activities; (b) my participation in such activities and/or use of such equipment may result in my injury or illness including but not limited to bodily injury or personal injury (whether physical, emotional and/or psychiatric or any combination thereof), disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death, wrongful death, loss of consortium, property damage and/or breach of contract or any other damage or other ailments that could cause serious disability; (c) my participation in such activities and/or use of such equipment may also result in loss, damage or destruction of my personal property; (d) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Sniper Instinct; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes.

These risks and dangers may arise from foreseeable or unforeseeable causes; and (e) by my participation in these activities and/or use of equipment, **I (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable) hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of Sniper Instinct, or by any other person.** I further acknowledge and understand that included within the scope of this waiver and release is any claim or cause of action arising from the performance, or failure to perform, of any maintenance, inspection, supervision or control of said premises and for the failure to warn of dangerous conditions existing at said premises, for failure to maintain or inspect equipment supplied to me, for negligent selection or retention of certain Releasees, or negligent supervision or instruction by Releasees.

3 RELEASE AND DISCHARGE. I (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), hereby release, discharge and hold harmless the Releasees from and against any and all claims, liability and/or causes of actions I may have or that may be made on my behalf or by my spouse,

children, heirs and legal representatives, for bodily injury or personal injury (whether physical, emotional and/or psychiatric or any combination thereof), disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death, wrongful death, loss of consortium, property damage and/or breach of contract or any other damage or other ailments that could cause serious disability, occasioned by, arising out of or incidental to my participation in the activities of Sniper Instinct, whether or not resulting from or caused by negligence by, of and/or on the part of Releasees.

4 INDEMNITY. I shall defend, indemnify and save harmless Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of my participation (or that of my minor Participant, if applicable) and to reimburse them for any such expenses incurred. I agree that this Agreement may be pleaded as a bar to any action, suit or proceedings taken at any time against any Release by me (or on behalf of my minor Participant, if applicable).

5 SEVERABILITY. I (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), further expressly agree that the foregoing waiver, assumption of risks, release and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6 BINDING ON SUCCESSORS. This Agreement binds the heirs, administrators, executors, personal representatives, dependants (if any) and successors of the Participant and ensures the benefit of Sniper Instinct and its successors and assigns.

7 DEFINITIONS.

(1) **Releasees** are Sniper Instinct, Inc., its principals, directors, officers and employees, and all of its agents, representatives, affiliates, suppliers, or distributors.

(2) **Participant** is the individual who is engaged in the sport and activities of Sniper Instinct identified by Participant's NAME, ADDRESS, and TELEPHONE NUMBER as submitted at the beginning of this form. For any Participant who is under the age of eighteen years, Participant includes the Participant's parents, guardians or legal representatives.

8 EXTENT OF THIS RELEASE. I (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable) understand and agree that this Waiver of Liability, Assumption of Risk, Release and Indemnity Agreement covers EACH AND EVERY Sniper Instinct activity and event in which I participate hereafter.

9 SIGNATURES. I HAVE READ AND DO VOLUNTARILY SIGN THE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISKS, RELEASE AND INDEMNITY AGREEMENT, and further state and agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

Participant's Signature

Date

If Participant is under the age of 18 a parent or legal guardian must fill out the items below.

I have read and agree to the terms set forth above in this WAIVER OF LIABILITY, ASSUMPTION OF RISKS, RELEASE AND INDEMNITY AGREEMENT. Furthermore, I permit my dependant to participate in the sport and activities of Sniper Instinct under the terms of the foregoing Agreement.

Signature of Parent or Guardian

Date

Printed Name

Relationship