

PAINTBALL RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of being allowed to participate in any paintball activity (the "Game"), I represent that I understand the nature of the Game and that I run in good health and proper physical condition to safely participate in the Game, which involves shooting at other players with a paintball gun; being shot with paintballs by others; and engaging in the physical activities involved in the Game. I will wear the required protective clothing and follow the instructions given by the Game supervisors. If I believe it unsafe to participate further, I will immediately leave the Game area. I know that the Game involves the risk of serious injury, including disability and death; slips and falls, forces of nature, including lightning and rapid weather changes; insect, snake or animal bites; injuries caused by myself or other player's use or misuse of the equipment; the conditions in the area where the Game is played, or fatigue. My personal property may also be lost or destroyed from the same causes and there may be other dangers not now known to me or the other participants or Game supervisors. I accept and assume all risks of injury or loss, both known and unknown, which I may suffer from participation in the Game.

The parties released below may have been requested to arrange for activities or services, including lodging or meals, provided by others but have made no representations as to the safety or quality of those activities or services.

I HEREBY RELEASE Extreme Expeditions of West Virginia, Inc.; Rivers, Inc.; Appalachian Wildwaters; USA Raft and/or River Expeditions, Inc.; and any related entities, their directors; agents, officers, and employees and, also, the other participants from all liability for damages asserted to arise, directly or indirectly, from the Game or from any other activities or services arranged for by the parties released below whether negligent or otherwise and will indemnify and hold harmless the parties released below as to any such claim.

I consent to the use of photographs and video recordings of me without compensation and agree that all such materials, including negatives, are the sole property of the released parties; agree that the exclusive venue of any suit or claim against the parties released above for any reason whatsoever shall be the Magistrate or Circuit Courts of Fayette County, West Virginia; consent to the jurisdiction of those courts as to any action against me to enforce this Agreement; and agree that this Agreement is to be enforced in accordance with the law of the State of West Virginia.

I have read this Paintball Release, Assumption of Risk and Indemnity Agreement and sign it freely; intend it to be interpreted in the broadest manner allowed by law; and agree that if any portion is held invalid the remainder shall nonetheless be enforced.

(A SEPARATE AGREEMENT MUST BE SIGNED BY EACH PARTICIPANT)

Participant's Signature: _____ Date: _____

Printed Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ / Date of Birth: _____

CONSENT AND ASSUMPTION OF RESPONSIBILITY FOR MINORS

(Required for Participant under the age of 18)

I understand the nature of the above Activity, am familiar with the Minor's experience and capabilities, and believe the Minor to be qualified to participate. I hereby personally accept and undertake, individually and in my own name, all of the obligations stated above specifically including the release, assumption of risk, and hold harmless provisions as to the Releases of all liability, claims, demands, losses and damages suffered or alleged to have been suffered or incurred by the Minor or to others resulting from injury to the Minor.

Printed Name _____
Date

Relationship to Minor

Signature