



**WAIVER, RELEASE OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY
AGREEMENT FOR
Paintball at CowTown Range**



In consideration of Cowtown Range, LLC and Westward Ho Adventures, LLC (collectively hereinafter “Cowtown”) furnishing services and/or equipment to enable me to participate in the **SPORT OF PAINTBALL** (the “Activity”) I represent, that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity; and that if I believe conditions are unsafe, I will immediately discontinue participating in the Activity; and I agree as follows:

I fully understand and acknowledge that this Activity involve risks of serious bodily injury, including blindness, heat stroke, heart attack, fractures, disease strains, permanent disability, paralysis and death, or other ailments which may be caused by forces or nature, my own actions, or inactions, of others participating in the Activity; the conditions in which the Activity takes place; the equipment provided for the Activity; or the negligence of Cowtown or the Releases as defined below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs and damages I may incur as a result of my participation in the Activity;

Further, I hereby release, discharge, and covenant not to sue Cowtown, its respective administrators, directors, agents, officers, volunteers, employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “Releases” herein) from all liability, claims, demands, losses, or damages caused or alleged to be caused in whole or in part by the negligence of Cowtown or the Releases or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against Cowtown or any of the Releases, I will indemnify, save and hold harmless Cowtown and each of the Releases from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**, and I understand that I have given up substantial rights by signing it and have signed it freely and without any inducement and assurance of any nature and intend it be a complete and unconditional release of all liability of Cowtown and the Releases for personal injury, property damage, or wrongful death caused by negligence or any other cause, to the greatest extent allowed by law, and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

_____ Date Signed: _____
Signature of Participant

_____ Date of Birth: _____
Printed Name of Participant

_____ E-mail: _____
Phone #

_____ Address City, State Zip code

PARENTAL CONSENT (Required for participants under the age of 18)

I am the above minor’s parent and/or legal guardian and have read the above **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT** and agree to all its terms and conditions. I understand the nature of the Activity and the minor’s experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS Cowtown and each of the Releases from all liability, claims, demands, losses, or damages on the minor’s account caused or alleged to have been caused in whole or in part by the negligence of Cowtown or the Releases or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against any Cowtown or any of the above Releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS Cowtown and each of the Releases from any litigation expenses, attorney fees, loss liability, damage, or cost Cowtown or any Release may incur as the result of any such claim.

_____ Date Signed: _____ Date of Birth _____
Signature of Parent/Guardian

_____ Printed Name of Parent/Guardian and Emergency Phone #(s)