

**COMPREHENSIVE RELEASE AND
WAIVER OF LIABILITY WITH ASSUMPTION OF RISK**
This is a contract that will affect your legal rights. Read it carefully before signing.



Today's Date: _____ Date of BIRTH: ____/____/____

Participant's Printed LAST Name: _____

Participant's Printed FIRST Name: _____

I. Rogue Paintball Legacy, LLC, ("Rogue"), is the organizer and operator of paintball, NERF, AirSoft, live action roleplaying, blank-fire reenactment, construction, landscaping, and other related activities (collectively, the "Activities"). In exchange for allowing the undersigned (the "Participant") to participate in the Activities, the Participant agrees that the Participant has read and agrees to each term of this agreement (the "Contract") by signing and dating below.

II. The Participant represents that s/he is in good health, is in sufficient physical condition to participate in the Activities, and does not suffer and has not suffered from any physical, mental, or emotional condition that could, in any way, impair his/her ability to safely participate in the Activities.

III. The Participant represents that s/he has read and is familiar with Rogue's policies, safety procedures, and conditions regarding participation in the Activities. The Participant agrees that s/he shall participate in the Activities only in accordance with such rules, policies, procedures, and conditions. The Participant agrees to use his/her best efforts to seek clarification and instruction from Rogue regarding any rule, policy, safety procedure, condition, or any other aspect of the Activities that the Participant does not understand.

IV. **Participation in the Activities can be dangerous.** During the course of the Activities the Participant may be involved in, among other things: (i) engaging in or observing role-play using melee weapons as well as projectiles, fired from Paintball markers, NERF guns, airsoft weapons and other dangerous devices, which can cause bodily damage, including severe damage to the eyes and/or blindness; (ii) engaging in or observing construction, demolition, and/or landscaping that involves the use of tools and other dangerous objects; (iii) being near loudspeakers, megaphones, explosive devices, and/or other high-decibel sound-sources that may cause bodily damage, including permanent hearing loss; (iv) being near and/or in contact with explosive devices that may cause bodily damage, including severe burns; (v) being and moving in, on and around areas that contain uneven footing, such as stairs, ladders, ramps, platforms, rocks, roots, tree limbs, and various debris, on which the Participant could trip or fall, or otherwise be injured; (vi) being and moving in, on and around areas that are dark or dimly lit, including dark areas that contain uneven footing; (vii) being near other participants who may run into, hit, trip, or otherwise injure the Participant; and (viii) suffering from temperature-related illnesses and conditions such as dehydration, hyperthermia, or hypothermia. The Participant understands that the obvious risks inherent in his/her participation in the Activities include, but are not limited to, the risk of: Death, serious bodily injury, serious illness, serious mental injury, serious emotional injury, and/or property damage. The Participant understands, accepts, and assumes all of the inherent dangers and risks of participating in the Activities.

V. In consideration for being granted the opportunity to participate in the Activities, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Participant, for him/herself and his/her heirs, assigns, beneficiaries and estate ("Releasors"), irrevocably and unconditionally agrees to forever:

(i) waives any and all actions, causes of action, claims, court costs, demands, expenses, suits, or torts for negligence or any other liability (collectively, "Claims") against Rogue, its employees, guests, managers, members, moderators, officers, officials, organizers, owners, representatives, staff, volunteers, and the owner(s) of the site(s) ("Releasees") at which the Activities occur, arising from or related to any damage, death, disability, illness, injury, loss, property theft, and/or other demands of any nature that may result directly or indirectly from the Participant's participation in the Activities. This waiver includes any and all Claims for the Participant's damage, death, disability, illness, injury, loss, property theft, and/or other demands of any nature that may hereafter accrue, directly or indirectly, to the Participant or to any Releasor as a direct or indirect result of the Participant's participation in the Activities, including, without limitation, Claims that may be made directly by the Participant or indirectly on the Participant's behalf. The Participant agrees that this waiver is an enforceable covenant not to sue.

(ii) releases and discharges Rogue and all Releasees from any and all Claims whatsoever arising out of or related to any damage, death, disability, illness, injury, loss, property theft, and/or other demands of any nature that may be incurred by the Participant due to the Participant's participation in the Activities, whether or not such damage, death, disability, illness, injury, loss, property theft, and/or other demands of any nature was caused by the negligence of a person or entity, including, without limitation, Rogue or otherwise.

(iii) does indemnify, defend, save, and hold harmless Rogue and all Releasees from and against any and all Claims arising out of or resulting from the Participant's involvement in the Activities.

VI. If Rogue or any Releasee is found to be liable for any damage, death, disability, illness, injury, loss, property theft, and/or other demands of any nature suffered by the Participant arising out of or related to the Activities regardless of the paragraph immediately above, then in no event shall any such party or parties, in the aggregate, be liable to the Participant or his/her assigns, beneficiaries, estate, executors, guardians, heirs, next of kin, representatives, successors, or survivors for any amount in excess of 100 United States dollars. In no event shall Rogue or any Releasee be liable for indirect, special, incidental, or consequential damages, including, without limitation, loss of salary or wages, pain and suffering, or loss of consortium, whether such damages are alleged in tort, contract, indemnity, or otherwise even if any such parties have been apprised of the possibility of such damages.

VII. The Participant understands and acknowledges that any health insurance, disability insurance, life insurance, or other insurance that the Participant has may not provide any benefits as a result of death or injury from participation in the Activities. The Participant understands that s/he will be solely responsible for any dental, health, medical, personal injury, and/or other costs of any nature relating to his/her participation in the Activities described herein. The Participant certifies that s/he has adequate medical insurance to cover any injury or damage that may occur while participating in the Activities, or else s/he agrees to bear the costs of such injury or damage himself/herself. The Participant further certifies that s/he is willing to assume the risk of any medical or physical condition s/he may have.

VIII. The Participant gives Rogue permission to authorize emergency medical treatment for him/her should it be deemed necessary by Rogue in its sole discretion and the Participant is not able to give consent to such treatment. The Participant hereby agrees to defend, discharge, indemnify, hold harmless,

