

**Rocky Mountain Combat, Inc**  
**WAIVER FOR PLAY AND/OR OBSERVATION**  
WAIVER AND RELEASE OF LIABILITY  
Understand Before You Sign. Ask us if you need help.

**Please enter the DATE, circle the SPORT(s), add email for special events, LIST AND SIGN FOR ALL PLAYERS AND OBSERVERS that you EACH agree to all the conditions in the waiver below.**

Event Date: \_\_\_\_\_

Sport(s): Paintball    Airsoft    Laser Tag    Bazooka    Archery Tag    Gellyball    Knives/Throwing

Email IF INTERESTED IN SPECIAL EVENTS (couples night, swimsuit tournament, etc):

| <b><u>Player Names</u></b> | <b><u>Player Bday</u></b> | <b><u>Adult Sign</u></b> | <b><u>Emergency Contact Name&amp;Phone</u></b> |
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In consideration of Rocky Mountain Combat, Inc and/or Rocky Mountain Lasertag, Inc (hereinafter RMC) furnishing services and/or equipment to enable me to participate in military style lasertag, archery combat, paintball, bazooka ball, airsoft, or sharp object throwing (axe, hatchet, knife, star, etc), or any similar sports added in the future and/or volunteering at ANY of their locations or mobile events, I agree to the following for myself, my heirs, assigns, personal representatives, and estate (hereinafter I/my):

**UNDERSTANDING THIS WAIVER: If English is NOT my main language, I am fully responsible for finding an interpreter and understanding this waiver before signing.**

**INHERENT RISKS AND EXPRESS ASSUMPTION OF RISK: I or the people I'm responsible for may get hurt and I'm responsible for all of it.** Legal words: I fully understand and acknowledge

that (a) risks and dangers exist in my voluntary presence around RMC's equipment and participation in RMC's activities; (b) participation in or around and/or use of such equipment may result in injury or illness including but not limited to trips and falls, falling from elevated surfaces, bodily injury, disease from bacteria/virus/bugs/animals/humans/plants/etc, sprains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, chipped or broken teeth, bug bites, death, emotional or psychological distress, or other ailments that could cause mild, moderate, or serious disability; (c) the risks and dangers may be caused by negligence of the owners, employees, officers or agents of RMC, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature, or any other causes and may arise from foreseeable or unforeseeable causes; and (d) by being present around and/or participating in these activities and/or use of equipment, I hereby assume all risks, dangers, and all responsibility, whether caused in whole or in part by the negligence or other conduct of the owners, officers, members, volunteers, agents, special promoters, landowners, suppliers, participants, or in any other way an employee, contractor, volunteer, or participant of RMC.

**INDEMNITY: *I won't sue RMC or anyone associated with it for any reason.*** Legal words: I hereby voluntarily agree to release, wave, discharge, hold harmless, defend and indemnify RMC, and its owners, agents, officers, landowners, contractors and otherwise employees and volunteers from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of RMC equipment or my presence at and/or participation in recreational activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, members, contractors, special promoters, landowners, suppliers, or in any other way an employee or volunteer of RMC. Should RMC or anyone acting on their behalf be required to incur attorney fees and costs to enforce this agreement, I agree on behalf of myself and any of the minors for which I am responsible to indemnify and hold them harmless (in other words, I agree to pay for...) for all such defense fees and costs.

**PROPERTY AND DAMAGES RESPONSIBILITY: *I'll pay for what I break, won't blame anyone for theft but myself, and I won't bring outside play weapons without permission.*** Legal words: I agree to be responsible for loss, theft, or damage to any RMC equipment, property, business image, or otherwise valued item, piece, or aspect of RMC that RMC deems my responsibility. I understand and agree that RMC is not responsible for the loss or theft of personal property, including property I have purchased from RMC and that it is my responsibility to properly secure my personal property, including purchased disposable items. I understand that RMC sometimes does not permit off field airsoft guns or bb's, foam tipped arrows, bows, laser tag equipment or other items used for sport at the arena. I give RMC the right to refuse my use of outside equipment for any reason they deem necessary. I will not bring off field airsoft guns or bb's, arrows, bows, laser tag equipment or other unique items used for sport at the arena without permission. At events where I am permitted to bring my own face gear, I have personally verified that it can withstand airsoft BB's at 500fps or greater.

**PHOTOGRAPHIC ASSIGNMENT: *I'm ok with photos and/or video of me to be used in any way associated with business media and marketing.*** Legal words: In consideration for value received, or receipt where it is acknowledged, I hereby give RMC, and their photographers and otherwise authorized employees, contractors, and participants, the absolute right, title, interest, and permission to publish, copyright and use pictures and/or video of myself in which I may be included in whole or in part, composite or retouched and in character or form by name, image, or likeness for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content. If the person photographed is under 18, I certify that I am his or her parent or legal guardian and I give my consent without reservation to the foregoing on his or her behalf. In consideration for value

received, or receipt where it is acknowledge, I hereby give RMC a nonexclusive license to any and all photographic, film, or video images captured, taken, or developed from the RMC location and I hereby allow RMC full usage of the images without limitation and without any remuneration to me.

**PERSONAL CONDITION AND INSURANCE:** *I'm healthy enough to play and responsible for consequences if I'm not.* Legal words: I certify that I have no medical, mental, or physical conditions that could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition to myself or others. I further certify that I have adequate insurance or financial funds to cover any injury, damage, emergency transportation, or search and rescue costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage, or emergency transportation costs myself.

**LEGAL RESPONSIBILITY FOR MINOR AND AGE CERTIFICATION:** *I'm telling the truth about my age and I'm responsible for the dependents (kids, kids friends, etc).* Legal words: I certify that I am over the age of 18 years and that I am the parent or guardian with legal responsibility for any minors I list. I certify that the minors for which I am responsible have correctly provided their age and that all of those minors are of appropriate age to participate in the events offered by RMC. By signing this document, I acknowledge for myself and any of the minors for which I am responsible that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against RMC on the basis of any claim from which I have released them herein.

This document may not be modified in any form. If any portion of this document is ruled unenforceable, the balance of the agreement shall remain in full force and effect.

I HAVE READ THE ABOVE WAIVER AND RELEASE, AND BY SIGNING HERE OR ON A SPREADSHEET FOR THIS WAIVER, I AGREE THAT IT IS MY INTENTION TO EXEMPT, INDEMNIFY, AND RELIEVE RMC, RMC STAFF, VOLUNTEERS, SUPPLIERS, SPECIAL PROMOTERS, LANDOWNERS, PARTICIPANTS, OR ANY OTHER SUCH PERSON FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.