Ohiopyle Paintball Inc. (herein referred to as OPI) *PO Box 21, Ohiopyle, PA 15470 - (724) 329-0190*

RELEASE OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK
READ BEFORE SIGNING

IN CONSIDERATION of being permitted to participate in any Paintball and/or Airsoft activities including, but not limited to, playing, using the premises or renting and operating equipment leased, sanctioned and/or operated by **Ohiopyle Paintball, Inc.**, I acknowledge and agree that:

I fully understand and acknowledge that; (a) risks and dangers exist in my use of Paintball and/or Airsoft equipment and my participation in Paintball and/or Airsoft 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, disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of OPI; 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 (d) by my participation in these activities and/or use of equipment, I 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 OPI, or by any other person.

Photo Release -I agree to grant to OPI and its authorized representatives permission to record on photography film and/or video, pictures of my participation. I further agree that any or all of the material photographed may be used, in any form, as part of any future publications, brochure, or other printed materials used to promote OPI, its associates, and affiliates, and further that such use shall be without payment of fees, royalties, special credit or other compensation.

Severability Clause: If any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify OPI and its owners, agents, officers and employees 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 Paintball and/or Airsoft equipment or my participation in paintball and/or Airsoft 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 or employees of OPI. This waiver is good through **October 30, 2020.**

>COVID-19 RELEASE CLAUSE: I am aware of the hazards of the novel Coronavirus (Covid-19) and am familiar with the Centers for disease Control (CDC) guidelines regarding Covid-19. I acknowledge and understand the circumstances regarding COvid-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated. I accept full responsibility for familiarizing myself with the most recent updates and recommendations. I understand and agree that my participation in any Paintball activities including, but not limited to, playing, using the premises or renting and operating equipment leased, sanctioned and/or operated by **Ohiopyle Paintball, Inc.** is absolutely and completely voluntary. I agree to fully assume for myself and my heirs, successors and assigns, all risks relating to Covid-19, including, without limitation, the risk of contracting or being infected with Covid-19, and absolutely, conclusively, completely, and voluntarily release and hold harmless **Ohiopyle Paintball, Inc.,** its owners, agents, officers, and employees from any and all claims, causes of action, injuries, damages, or losses of any kind that may be caused in whole or in part by, arise from, or relate to any illness or death relating to or arising from Covid-19, whether or not caused by or related to my participation in Ohiopyle Paintball activities. I am signing this Covid-19 Release with an understanding of its contents and with the intention to be legally bound by it.

MEDICAL PERMISSION AUTHORIZATI ON: If the participant is of minority age, the undersigned parent or guardian hereby gives permission for OPI to authorize emergency medical treatment as may be deemed necessary for the child named below while participating in Paintball games.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE OPI FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Print Name _____ Age _____ Date of Birth _____

SIGNATURE _____ E-Mail _____

Address _____ Phone # _____

Signature of Parent/Guardian if under 18 years of age _____ Date Signed _____