

**RULES OF THE GAME, PHOTOGRAPH AND VIDEO RELEASE,  
ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY**



**OUTDOOR KODIAK LLC**

Effective Period: June 1, 2026 – May 31, 2028

The undersigned participant ("Participant") voluntarily executes this Rules of the Game, Photograph and Video Release, Assumption of Risk, Waiver and Release of Liability ("Release") as consideration for being permitted to enter, utilize, participate in, observe, or otherwise engage in paintball activities, events, training exercises, recreational activities, and related activities (collectively referred to as the "Games") provided by Outdoor Kodiak LLC ("Company").

The Games may occur at USS 2539, Lot 15B, Chiniak, Alaska 99615, and at any other property, venue, facility, training area, leased property, licensed property, or location utilized by the Company for recreational or training activities (collectively referred to as the "Premises").

This Release shall remain effective from June 1, 2026, through May 31, 2028, and shall apply to all visits, activities, events, participation, and use of the Premises during that period unless superseded by a subsequent written agreement executed by Outdoor Kodiak LLC.

**A. RULES OF THE GAME**

1. Participants are not locked in and may voluntarily leave the Games at any time after notifying a Company representative.
2. All participants must wear ANSI-rated eye protection, goggles, footwear, and other protective clothing deemed appropriate by the Company.
3. Company representatives may modify safety requirements, equipment requirements, clothing requirements, and operational procedures at any time.
4. Participants shall immediately comply with all instructions issued by Company personnel.
5. Failure to comply with any instruction, rule, safety requirement, or operational directive may result in immediate removal from the Premises without refund.
6. Participants shall handle all equipment, props, structures, barriers, and facilities with reasonable care.
7. Participants shall be jointly and severally liable for damage to Company property caused by intentional misconduct, reckless conduct, or negligent actions. Recoverable damages include repair costs, replacement costs, labor costs, lost business revenue, attorney fees, and collection costs.
8. The Company reserves the right to stop, suspend, modify, postpone, or terminate any activity at any time for safety, operational, environmental, weather, or business reasons.

**B. PHOTOGRAPH AND VIDEO RELEASE**



Participant grants Outdoor Kodiak LLC, its successors, assigns, representatives, affiliates, agents, sponsors, and marketing partners an irrevocable, perpetual, royalty-free right and license to photograph, record, film, reproduce, publish, distribute, display, modify, edit, transmit, and otherwise use Participant's image, likeness, voice, appearance, statements, and participation.

Such use may occur in any format or media now known or later developed, including:

- Websites • Social media platforms • Printed advertising • Marketing materials • Promotional campaigns
- News releases • Educational materials • Training materials • Video productions • Digital content

Participant acknowledges that no compensation, royalty, fee, or other payment shall be owed for such use.

Participant understands that this authorization is irrevocable and survives termination of participation.

#### C. ASSUMPTION OF RISK AND WAIVER OF LIABILITY

Participant acknowledges that paintball activities, outdoor recreation, tactical simulation activities, and related events involve inherent dangers and risks, both known and unknown, including risks that may result in serious bodily injury, permanent disability, illness, emotional distress, property damage, or death.

Participant knowingly and voluntarily assumes all risks associated with participation.

Participant specifically understands that risks include, but are not limited to:

- Paintball projectile impacts • Eye injuries • Slips, trips, and falls • Uneven terrain • Climbing and descending structures • Weather exposure • Wildlife encounters • Vehicle traffic • Falling objects
- Physical exertion • Exposure to chemicals or paint products • Equipment failures • Negligent acts of other participants • Emergency response delays • Biological hazards • Communicable diseases
- Emotional stress and anxiety • Natural hazards associated with Alaska wilderness conditions

Participant voluntarily accepts and assumes all such risks.

Participant expressly releases, waives, discharges, and covenants not to sue Outdoor Kodiak LLC, its owners, officers, directors, members, managers, employees, volunteers, contractors, agents, landowners, sponsors, affiliates, successors, and assigns ("Released Parties") from any and all claims, liabilities, demands, causes of action, damages, losses, costs, attorney fees, and expenses arising from or related to participation in the Games.

This release includes claims arising from ordinary negligence of the Released Parties to the fullest extent permitted under Alaska law.

#### D. EMERGENCY MEDICAL AUTHORIZATION

Participant authorizes Outdoor Kodiak LLC and its representatives to secure emergency medical treatment if reasonably necessary.



Participant understands that Outdoor Kodiak LLC has no obligation to provide medical care and makes no guarantee regarding emergency response capabilities.

Participant accepts full financial responsibility for all medical treatment, transportation, evacuation, hospitalization, and related expenses.

#### E. INSURANCE DISCLAIMER

Participant acknowledges that Outdoor Kodiak LLC does not provide health insurance, accident insurance, disability insurance, life insurance, or medical coverage of any kind for participants.

Participant is solely responsible for obtaining and maintaining any desired insurance coverage.

#### F. INDEMNIFICATION

Participant agrees to defend, indemnify, and hold harmless the Released Parties from any claim, lawsuit, demand, liability, loss, cost, damage, judgment, settlement, attorney fees, or expense arising from Participant's conduct, actions, omissions, property damage, injury, or participation in the Games.

#### G. DISPUTE RESOLUTION

Any dispute arising from this Release shall first be submitted to binding arbitration before a single arbitrator in Anchorage, Alaska.

Alaska law shall govern the arbitration proceedings.

Judgment upon the arbitration award may be entered in any court having jurisdiction.

The prevailing party shall be entitled to recover reasonable attorney fees and costs.

#### H. GOVERNING LAW

This Release shall be governed exclusively by the laws of the State of Alaska.

For purposes of enforcing or confirming any arbitration award, exclusive jurisdiction and venue shall lie in the State of Alaska, Third Judicial District, Anchorage.

#### I. ELECTRONIC SIGNATURES

Electronic signatures, scanned signatures, and digitally executed copies of this Release shall be deemed originals and shall be fully enforceable.

#### J. SEVERABILITY

If any provision of this Release is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

#### K. ACKNOWLEDGMENT

Participant acknowledges that:



- Participant has carefully read this Release.
- Participant understands its contents.
- Participant understands that substantial legal rights are being waived.
- Participant signs voluntarily.
- Participant has had the opportunity to consult legal counsel before signing.

#### PARTICIPANT INFORMATION

Participant Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

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

#### PARENT OR LEGAL GUARDIAN (IF PARTICIPANT IS UNDER 18)

Minor Participant Name: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

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