

**RULES OF THE GAME, PHOTOGRAPH AND VIDEO RELEASE, AND
WAIVER AND RELEASE OF LIABILITY
OUTDOOR KODIAK LLC**

The undersigned is signing this Rules of the Game, Photograph and Video Release, and Waiver and Release of Liability (the “**Release**”) voluntarily, as partial consideration for using the facilities and participating in any paintball activities (the “**Games**”) provided by Outdoor Kodiak LLC (the “**Company**”) at USS 2539, Lot 15B in Chiniak Alaska 99615 (the “**Premises**”).

A. RULES OF THE GAME

1. You are NOT locked in. If you need to leave, you may leave the Games, so long as you notify the Company’s agents.
2. All participants of the Games, at must wear eye protection, ANSI rated goggles and clothing, including footwear, appropriate for the Premises and the weather conditions. The Company’s agents, in their sole discretion, reserve the right to modify the clothing and gear requirements prior to or during the Games based on the conditions of the Premises and the weather. Failure to adhere to the instructions and clothing requirements will result in immediate removal from the Premises.
3. Directions, instructions and rules given by the Company’s agents must be adhered to, both prior to and during the Games.
4. Failure to follow any directions, instructions or rules provided by the Company’s agents may result in immediate removal and/or termination of Games. Any such decision is in the sole discretion of the Company.
5. No refund will be provided if a player is removed from the Games or Premises or if the Games/activity is terminated due to the failure to follow directions, instructions or rules provided by the Company.
6. When inside the Premises, you must handle all props and items found within the area with care.
7. Players are jointly and severely responsible for all costs associated with broken or missing props, or damaged assets owned by the Company. Costs shall include the actual costs of materials, labor and lost game time revenue incurred during repair time.
8. The Company reserves the right to stop the Games for any reason.

B. PHOTOGRAPH AND VIDEO RELEASE

I grant to Outdoor Kodiak LLC, its representatives, and employees the right to take photographs or videos of me. I authorize Outdoor Kodiak LLC, to use and publish the same in any medium (physical or digital). I agree that the Outdoor Kodiak LLC, may use and/or alter for use such photographs or videos for any lawful purpose, including, for example, such purposes as publicity, illustration, advertising, and web content.

I understand that this permission, consent and license is a gift and grant of use and there shall be no payment in exchange. I understand that no royalty, fee, or other compensation shall become payable to me by reason of such use.

I understand that with this authorization the permission, consent, and license of the photograph(s) and/or videos is coupled with an interest and may never be revoked.

C. WAIVER AND RELEASE OF LIABILITY

I acknowledge that there are potential risks, known and unknown, when participating in any or all the Games provided by the Company. I acknowledge that participation in the Games:

1. may involve being struck by projectiles that may result in injury or illness, including but not limited to bodily injury, strains, fractures, partial and/or total paralysis, concussions, eye injuries, neck and back injuries, death or ailments that could cause serious disability;
2. may require being covered in paint and or similar chemical substances which may result in illness, including but not limited to death or ailments that could cause serious disability;
3. may involve running, making quick movements, crawling on the ground, and jumping from uneven surfaces that result in injury, including but not limited to bodily injury, strains, fractures, partial and/or total paralysis, concussions, strained ligaments, neck and back injuries, death or ailments that could cause serious disability;
4. may require the use of props, by myself or others, the usage of which may result in injury, including but not limited to bodily injury, strains, fractures, partial and/or total paralysis, concussions, strained ligaments, neck and back injuries, death or ailments that could cause serious disability;
5. may require moving objects that may fall and result in injury or illness, including but not limited to bodily injury, strains, fractures, partial and/or total paralysis, concussions, strained ligaments, neck and back injuries, death or ailments that could cause serious disability;

6. may require moving and/or lifting heavy objects that could cause physical injury, including but not limited to lacerations that may require additional medical attention and lead to additional infections that could cause serious disability;
7. may require operating in an enclosed space with limited visibility which could result in injury or illness, including but not limited to bodily injury, strains, fractures, partial and/or total paralysis, concussions, strained ligaments, neck and back injuries, death or ailments that could cause serious disability;
8. may require climbing steps that could result in injury, including but not limited to bodily injury, strains, fractures, partial and/or total paralysis, concussions, strained ligaments, neck and back injuries, death, or ailments that could cause serious disability;
9. may require operating on a surface with poor to no traction, including but not limited to a sandy surface, which could result in injury or illness, including but not limited to bodily injury, strains, fractures, partial and/or total paralysis, concussions, strained ligaments, neck and back injuries, death or ailments that could cause serious disability;
10. may require walking on uneven ground that could result in injury, including but not limited to bodily injury, strains, fractures, partial and/or total paralysis, concussions, strained ligaments, neck and back injuries, death, or ailments that could cause serious disability;
11. may require walking and/or sitting in natural elements that are unpredictable and could lead to weather exposure that could result in injury or illness, including but not limited to bodily injury, strains, fractures, partial and/or total paralysis, concussions, strained ligaments, neck and back injuries, death, or ailments that could cause serious disability;
12. may require traversing natural obstacles, including but not limited to river banks, rocks, trees, cold water, loose soil, loose rocks, and slippery terrain, that could result in injury or illness, including but not limited to bodily injury, strains, fractures, partial and/or total paralysis, concussions, strained ligaments, neck and back injuries, death or ailments that could cause serious disability;
13. may require encounters with wildlife, including but not limited to wolves, bears, moose, and other large animals, that could result in injury or illness, including but not limited to bodily injury, strains, fractures, partial and/or total paralysis, concussions, strained ligaments, neck and back injuries, death, or ailments that could cause serious disability;
14. may require cooperating with other individuals who may be negligent and/or careless with the items located in the enclosed and poorly lit environment

which may lead to bodily injury, including but not limited to strains, fractures, partial and/or total paralysis, concussions, strained ligaments, neck and back injuries, death or ailments that could cause serious disability;

15. may cause mental stress and anxiety;
16. may require being in an enclosed space designed to simulate battlefield conditions with other persons which could result in emotional and mental stress as well as lead to anxiety; and
17. may result in physical or verbal altercations with third parties also participating in the Games which may lead to bodily injury, including but not limited to strains, fractures, partial and/or total paralysis, concussions, strained ligaments, neck and back injuries, death or ailments that could cause serious disability.

I understand that the foregoing list of items (1) through (17) will be referred to in this Release as the “**Dangerous Activities.**” I understand and agree that neither the Company, nor any of its affiliated entities, nor their owners, officers, managers, members, employees, other agents, or land owner (together, with the Company, the “**Company Parties**”) are responsible for my safety while I am on the Premises and/or participating in the Games. I understand and agree that I must participate in the Games using care.

I am familiar with the Release and agree to be bound by those rules. Additionally, I acknowledge that by signing this Release, I am not being trapped, restrained or imprisoned, but am participating in the Games freely and voluntarily. I am allowed to leave the Games at any time I choose to leave.

I specifically acknowledge that there are risks associated with the Dangerous Activities, including, but not limited to those risks specifically mentioned herein; the inherent risks associated with each Dangerous Activity; general slips/trips/falls while participating in the Games; my own negligence or inexperience while participating in the Games; the negligence or inexperience of others participating in the Games around/with me; and any health issues I may have that can increase the risk associated with the Dangerous Activities. I understand that some of the risks associated with the Dangerous Activities may not be obvious or predictable and hereby intend that this Release extends to injury or loss which results from both obvious or predictable risks as well as risks that are not obvious or predictable as it relates to the Dangerous Activities. I understand that if I sustain a physical injury that requires treatment that there is a risk that such treatment may result in additional illness, injury, or death. I assume the risk of injury and death associated with the Dangerous Activities and any risk of injury and death associated with treatment from a physical injury related to the Dangerous Activities.

I release the Company Parties from any claim I may have related to injury, death, or property damage arising from the Dangerous Activities, as well as any negligence or future negligence of the Company Parties, myself, or third parties related to the

Dangerous Activities, conditions in and around the Premises and props and natural elements used within the Games.

I shall defend, indemnify, and hold the Company Parties harmless from any claim made against the Company Parties related to injury, death, or property damage arising from my participation in the Dangerous Activities, as well as any negligence or future negligence of the Company Parties related to the Dangerous Activities.

I understand that there are natural, mechanical, and environmental conditions and hazards, which independently or in combination with any activities engaged in while participating in the Games, may result in the exposure to certain risks, including exposure to biological agents, viruses, or similar bacteriological agents, and the risk of being quarantined, or illness that may result in medical care, hospitalization, or death. I understand that some of the risks associated with these exposures may not be obvious or predictable and hereby intend that this Release extends to injury or loss which results from both obvious or predictable risk as well as risks that are unpredictable and not obvious as it relates to biological agents, viruses, or similar bacteriological agents.

I understand that by signing this Release I am waiving any right I may have to recover damages for any kind of claim I may be able to bring, including, without limitation, claims based on emotional distress, injury, death, expenses, negligence, compensation, and lost wages.

This Release applies to any claims I may otherwise be able to bring on behalf of my family, or any claims my family may bring on my behalf. This agreement is binding on my heirs and assigns.

It is my intent that by signing this Release, the Company Parties shall bear no cost for my injury or death, or for property damage, for claims, including but not limited to medical care and lost wages I may have or third parties may have, arising out of the Dangerous Activities or the negligence or future negligence of the Company Parties related to the Dangerous Activities.

By my signature below I verify that I have read the foregoing Release, I understand its intent, its terms are clear to me, and I have had an opportunity to review the terms of this Release with independent counsel and have either engaged counsel to review this Release or voluntarily declined to do so.

If any part of this agreement is unenforceable for any reason, then such term shall be reformed or modified to the minimum extent necessary to accomplish its intent (*i.e.* to relieve the Company Parties of any liability).

Any controversy or claim arising under this Release shall be submitted to one arbitrator selected upon mutual agreement of the parties. The place of arbitration shall be Anchorage, Alaska and Alaska law shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The losing party will pay costs and attorney fees.

Alaska law shall govern the terms of this Agreement. Jurisdiction and venue for any action arising out of this Release shall be exclusively with the courts in the State of Alaska, Third Judicial District at Anchorage.

I further state that I am of lawful age and legally competent to sign this Release and that signing this Release is my own free act (unless this is signed by a parent or legal guardian).

If I am signing for a minor child, I certify that I am the parent and/or legal guardian of the minor child, and I have the authority to sign this document on his or her behalf.

In consideration of the aforementioned activities, and as parent or guardian of the minor named above, I, on behalf of myself and the minor, agree to release, indemnify and hold harmless the Company Parties as provided above. I agree to reimburse or make good any loss or damages or costs that any of the Company Parties may have to pay, in advance, if any litigation arises out of any claims made by the minor or anyone acting on his or her behalf. Furthermore, I release any claim or cause of action that I may personally have as parent or legal guardian resulting from any such injury or death to the minor.

I state that I have fully read and understood this *Rules of the Game, Photograph and Video Release, and Waiver and Release of Liability*. By signing below, I agree that the terms herein are contractual and they are not a mere recital; nor are they simply for information purposes.

Participant's Signature

Participant's Printed Name

Parent/Guardian's Signature

Parent/Guardian's Printed Name

Date Signed