

RELEASE OF LIABILITY

Due to my participation in the activity of paintball like organized by BioWarz, of _____, and/or use of the property, facilities and services of BioWarz, I and (if applicable) my family members agree to the following:

A) AGREEMENT TO FOLLOW INSTRUCTIONS

For the proper development of the activity, I agree to heed and pay attention to all posted rules, and further agree to follow any oral directions and warnings given by BioWarz, or the staff of BioWarz.

B) ASSUMPTION OF THE RISKS AND RELEASE

My choice to participate in the activity is knowing, voluntary, and made for my enjoyment. I recognize that there are certain inherent risks associated with its development and I accept full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge BioWarz for physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, death or economic loss occurring out of my or my family's use of or presence upon the facilities of BioWarz, whether caused by me or my family, BioWarz or other third parties that occurs during the course of the activity.

C) INDEMNIFICATION

I agree to indemnify and defend BioWarz against all claims, legal actions, damages, expenses, including attorney fees and other litigation costs that in any way may derive from the use or presence of myself or my family in the facilities of BioWarz.

D) EXPENSES

I agree to pay for all damages caused to the facilities of BioWarz as a result of my or my family's negligent, reckless, or willful actions.

E) NO DURESS

I have been given a reasonable opportunity to review this Agreement before signing. I agree and acknowledge that I am not under any pressure or duress to sign it. I further agree that I am

free to have my legal counsel review this Agreement if I choose to. I also agree and acknowledge that BioWarz has offered to refund any expenses I have paid to use its facilities if I finally decide not to sign this Agreement.

F) APPLICABLE LAW

If any legal or equitable claim arises from my participation in the above mentioned activity, it will be resolved under Texas law.

G) ENFORCEABILITY

This Release of Liability shall be binding upon and enforceable against me, my representatives, spouse, assigns, heirs, and next of kin without limitation. It is my desire and intent that the words, terms, provisions, covenants, and remedies contained in this Agreement shall be enforceable to the fullest extent permitted by Applicable Law. If any portion of this Agreement and is held invalid, the remainder shall not be affected and shall continue in full legal force and effect.

H) EMERGENCY CONTACT

In case of an emergency, please call _____ (Relationship: _____) at _____ (Day), or _____ (Evening).

I HAVE BEEN GIVEN REASONABLE OPPORTUNITY TO REVIEW AND UNDERSTAND THIS DOCUMENT AND I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

By: _____ Date: _____
