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E-Mail

2012 RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR PARTICIPANTS AND SPECTATORS.

This form must be notarized or completed in the presence of a Badlandz employee. You must be at least 18 years old to complete this form without a parent or legal guardian.

In consideration of the services being rendered by Windy City Paintball dba. The Badlandz (hereinafter known as the Badlandz); the undersigned agrees to indemnify, release, hold harmless, and discharge Badlandz and its owners, officers and employees on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

- I) I acknowledge the sports of paintball/airsoft and other related activities are inherently dangerous and carry an assumption of risk. I authorize the Badlandz to contract with an ambulance service should they feel it appropriate for the circumstance. I will be responsible for all charges associated with such service.
II) I, the undersigned, further am aware that risks, hazards and dangers necessarily increase when using man made or naturally occurring obstacles, including but not limited to Airball bunkers, hyperball tubing, trees, logs, forts, ditches, creeks, bluffs, wooden barricades, tape lines or any other structure and device and that potential personal injury, death, disability, paralysis, emotional injury, property damage and other unanticipated injuries may result from my participation in activities held by Badlandz.
Risks include, but are not limited to: collision with other participants, the trees or other fixed objects and fixtures, falling down, my own equipment failure or the failure of other participants' equipment, my own negligence or others, unregulated guns, unsafe tanks, poorly manufactured goggles, improperly manufactured paintballs, guns intentionally or unintentionally altered with "cheater modes" or features, colliding with non-participants, such as staff, media personnel, spectators and referees.
These risks are further increased when other persons, whether or not of the same level of experience or skill are present at the same time and using the same facilities.
IV) These risks will vary from time to time and day to day based on participant levels, course design, set-up, equipment, type of event, and other factors.
A) I hereby expressly agree and promise to accept all of the risks existing in this activity. My participation is strictly voluntary. I further release, waive, discharge the owners, agents, officers, employees, volunteers, participants and all other persons or entities acting in any capacity for or with Badlandz.
B) I certify that I have adequate insurance coverage in the eventuality any injury or damage I may cause or suffer while participating or other related usage of Badlandz, its premises, or equipment. Should my insurance prove inadequate, I agree to bear all cost of any such injury or damage to myself or others, caused by my actions.
C) I further certify that participating in the strenuous activities at Badlandz may aggravate any medical or physical conditions I may have whether known or hidden. I agree to accept all responsibility for my physical well being.

The undersigned understands that participants are required to wear adequate head, face and eye protections while participating and the use of additional protective gear including chest protectors, neck guards, footwear, elbow and knee pads is recommended. Participants are required to follow all rules of conduct and are not to take unreasonable risks while using the facility, including causing any other players an unreasonable risk of harm.

I certify that I am at least 18 years old. I have completely read and understand this waiver and accept all its terms. I understand that I have given up substantial rights by signing it. I further understand the release is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois and that should any portion thereof be held invalid, agree that the balance shall, notwithstanding, continue in full force and effect. I am signing freely and voluntarily without any inducement, assurance or guaranty being made to me. Prior to signing this waiver and release, I have had the opportunity to ask any questions concerning the waiver and release, Badlandz and the paintball park facility.

I AM PARTICIPATING IN: [ ] Recreational [ ] Private Game [ ] Tournament [ ] Airsoft

Form with fields for Participant's Full Name, Home Phone, Address, City, State, Zip Code, E-Mail, Date of Birth, Signature (only if 18 years or older), Date, Signature of Parent or Legal Guardian, Date, Emergency Contact Full Name, and Emergency Contact Phone.

IF YOU WOULD LIKE YOUR CHILD TO HAVE ACCESS TO THE PAINTBALL / AIRSOFT PARK IN THE FUTURE WITHOUT YOUR ATTENDANCE - COMPLETE THE SECTION BELOW.

ANNUAL WAIVER I further understand, acknowledge and desire this waiver remain in full force and effect for the current season (January - December of 2012) from the above date. By signing below, I understand and realize that my child may be able to re-enter Badlandz without my knowledge or per-occasion consent.

Participant or Parent/Legal Guardian Signature

If the participant is under 18 years of age and the parent or guardian is NOT PRESENT this form must be notarized.

Parent/Legal Guardian Signature

Date

State of \_\_\_\_\_ County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me on

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

By \_\_\_\_\_ (Name of Guardian)

Signature of Notary

