

## Waiver, Acknowledgment and Exculpatory Agreement

**Warning:** This Agreement contains a waiver of liability for death, personal injury or damages which is in the nature of an exculpatory agreement. By signing below, you are excusing NR Adventure Park, LLC (hereinafter "Operator") from liability resulting from its negligence or other non-intentional misconduct. **IF YOU DO NOT UNDERSTAND THE NATURE OF A WAIVER, OR AN EXCULPATORY AGREEMENT, DO NOT SIGN THIS AGREEMENT.**

I, the undersigned, appreciating the hazardous and physical nature of the paintball/combat games activities offered by Operator (hereinafter "Activities"), knowingly and voluntarily sign this waiver and indemnity contract which contains, among other things, an exculpatory clause in consideration of being given the opportunity to engage in such hazardous activities.

Player's Name: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Emergency Contact Person \_\_\_\_\_ Emergency Phone Number \_\_\_\_\_

**To induce Operator to allow me to enter upon the area of play, and participate the Activities, I hereby warrant and represent to Operator, its landlord and insurer as follows:**

\*The Activities are physically and mentally intense and may require extreme exertion to play and the possibility of injury to myself is substantial. The acknowledged risks of physical injury include, but are not limited to, risk of **bruises, abrasions, heart attack, stroke, contusions, sprains, fractures, serious eye injury or even death.** I fully appreciate and assume the risks of injury attendant to the Activities.

\*The Activities can be dangerous, even when performed in accordance with the stated rules, which will be given to you and posted at the site of the activities. I certify that I have read and fully understand the stated rules of the activity and will abide by them.

I have received a copy of the Field Safety Rules. Initial \_\_\_\_\_

\*I am physically and mentally able to be fully involved in the Activities and will comply with all rules, regulations and the full and complete use of all equipment so as not to injure or hurt myself or other participants.

\*I am age 18, or over, and competent to make and enter into binding contracts and agreements.

### Waiver and Release of Operator:

In consideration of being permitted to attend and/or participate in the Activities, as well as for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I, individually and on behalf of my estate, any claimant or third party insurer, do hereby release, discharge and hold harmless NR Adventure Park LLC and/or 3939 Old Taneytown Rd LLC, it, or their, agents, employees, members, vendors, directors and officers, from any and all liability, responsibility, damage or loss, whether known or unknown, foreseeable or unforeseeable, existing or potential, that I may sustain or claim, including claims for personal injury, illness, mental distress or disability of any type, death and/or property damage, whether or not caused by, or resulting from, my own negligence or the negligence of anyone else, and whether or not caused by, or resulting from, the negligence of NR Adventure Park LLC, 3939 Old Taneytown Rd LLC, or any of its/ their agents, employees, vendors, members or directors while performing the Activities.

### Indemnification and Hold Harmless:

I further agree to defend, indemnify and hold harmless NR Adventure Park LLC and/or 3939 Old Taneytown Rd LLC, its/ their agents, employees, vendors, members and directors from and against any and all claims, legal actions, suits, procedures, costs, expenses (including attorney's fees and expert witness expenses) damages and/or liability arising out of, connected with, or resulting from my playing/participating in the paintball Activities. This duty of indemnity including the duty to provide defense and indemnification against claims which may be brought against me by other persons participating in the Activities.

**I HEREBY ACKNOWLEDGE THAT I HAVE READ and UNDERSTAND THIS AGREEMENT, AND HAVE VOLUNTARILY AND FREELY SIGNED IT WITH A FULL APPRECIATION OF THE RIGHTS WHICH HAVE BEEN WAIVED AND THE INDEMNIFICATION WHICH I AM REQUIRED TO PROVIDE.**

### THIS IS A RELEASE, READ BEFORE SIGNING

**I AM AT LEAST 18 YEARS OF AGE AND HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR WRITTEN BELOW.**

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### COMPLETE THIS SECTION IF YOU ARE UNDER 18 YEARS OLD:

**If you are under the age of 18, your parent or legal guardian must complete and sign below:**

By signing below, I agree, and bind myself, to all of the conditions, requirements and obligations contained herein as they relate to the Activities. I further consent to, and authorize, the above applicant to participate in the Activities and do consent to, and adopt by reference, the Waiver, Exculpatory Clause and Indemnity Agreement contained herein.

Parent/Guardian's signature: \_\_\_\_\_

Printed Name \_\_\_\_\_ Relationship: \_\_\_\_\_

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