

Recreational activity release of liability, waiver of claims, express assumption of risk and indemnity agreement

Please read and be certain you understand the implications of signing. Please **PRINT**

Express assumption of risk associated with recreational activities.

I, _____ of _____ (address) do hereby affirm adding knowledge that I have been fully informed of the inherent hazards and risks associated with a recreational activity generally described as Airsoft, Paintball/Reball or Racetrack, including the rental of equipment and transportation associated there with of which I am about to engage in. Inherent hazardous and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. My own negligence and/or the negligence of others including but not limited to the operator error and guide decision-making including misjudging terrain, rapids, weather, trails, or route location
4. Attack by or encounter with insects, reptiles, and/or animals
5. Accidents or illness occurring in remote places where there are no available medical facilities.
6. Fatigue, chill, and/or it dizziness, which may diminish my/our reaction time and increase the risk of accident.

***I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death**

Release of liability, waiver of claims and indemnity agreement

Inconsideration for being permitted to participate in activity (ies) described above and related activities, I hereby agree, acknowledge and appreciate that:

1. I hereby release and hold harmless with respect to any and all injuries, disability, death, or loss or damage to person or property, whether caused by negligence of others, the following named persons or entities, herein referred to as releasees. SK Extreme Competition, LLC, its members, dba Extreme Complex and Employees
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and the vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by activity or passive negligence of the releasees or otherwise. By executing this document I agreed to hold the release to use harmless and indemnify them in conjunction with any injury, disability, death, of loss or damage to person, or property that may occur as a result of engaging in the above activities.
3. By entering into the Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in the Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of the release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Adult Participant

Name of Adult Participant (PRINT)

Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns and next of kin.

Signature of Parent or adult legal
Guardian if Participant is a Minor,
And by their signature, they on my behalf
Release all claims that both they and I have

Name of Parent or adult legal Guardian (PRINT)

Date

Name of Minor Participant (PRINT)

Date