

CRAB APPLE WHITEWATER, INC
PAINTBALL
PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

In consideration of the services of Crab Apple Whitewater, Inc., its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "C.A.W.") I hereby agree to release and discharge C.A.W. on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estate as follows:

1. I acknowledge that participating in paint-ball games which include use of paint-ball guns shooting paint balls, entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand such risks simply can not be eliminated without jeopardizing the essential qualities of the activity.

The risks include amount other things: The participants fire paint-balls at each other with airguns which can cause physical injuries including eye injuries. Paint-ball games are conducted outdoors in fields and woods where participants can trip, fall, run into each other, run into trees, stumps or rocks, causing physical injury. Participants can be struck by other participants or their paint-ball guns in the course of participating in the paint-ball games. In extreme cases, a participant can lose an eye, suffer a stroke or heart attack or paralysis or other physical injury which could cause death. Exposure to the natural elements can be uncomfortable and/or harmful and can cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps and injury from Lightning. The participants will be bused to and from the paint-ball grounds and transportation accidents are a possibility. Furthermore, C.A.W. personnel and referees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements or the terrain. They may give inadequate warnings or instructions, and the equipment being used may malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I expressly agree and promise to follow rules and wear safety eye-wear at all time.

4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless C.A.W. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of C.A.W.'s equipment or facilities, including any such claims which allege negligent acts or omissions of C.A.W. and including any attorney's fees incurred by C.A.W. to defend any claim.

5. I acknowledge that C.A.W. employs a photographer to take photographs and videos of the paint-ball games and I expressly agree that my photograph or video may be taken for the purposes of selling the photograph and videos to myself or other participants and for the purposes of marketing and advertising C.A.W.

6. Should C.A.W. or any one acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.

7. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

8. In the event that I file a lawsuit against C.A.W., I agree to do so solely in the State of Maine, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules in any state.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against C.A.W. on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH THE TERMS. DO NOT SIGN BEFORE READING

First Name: _____ **Last Name:** _____

Mailing Address: _____ **Apt. #** _____ **City:** _____ **State:** _____ **Zip:** _____

Email Address: _____ **Phone Number:** _____

Signature of Participant: _____ **Date:** _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by C.A.W. to participate in its activities to use its equipment and facilities, I further agree to indemnify and hold harmless C.A.W. from any and all claims which are brought by or on behalf of Minor and which are in any way connected with such use or participation by Minor.

Signature of Parent/Guardian: _____

Printed Name: _____ **Date:** _____