

# Paintball Assumption of Risk Form.

**This is a release of liability. This form must be read and signed in agreement before the participant is allowed to take part in any paintball event.**

Paintball will be played at the property of Tom Gommels located at: 3505 36th Ave. NE, Rochester, MN. In consideration of being permitted to participate in any way in the sport and activities of paintball, I acknowledge, appreciate, and agree that:

- 1 The risk of injury from the activity and weaponry involved in paintball is significant, including the potential for permanent disability and death, while particular protective equipment and personal discipline will minimize this risk, the risk of serious injury does exist.
- 2 **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both EVEN IF ARISING FROM THE NEGLIGENCE**, of those persons released from liability below, and assume full responsibility for my participation.
- 3 I understand that the activities of paintball are physically and mentally intense. I assume the responsibility to learn the rules for safety and protection. I agree to adhere to all rules given or forfeit my privilege of participating. If I feel that any activity is unsafe I have the responsibility to bring it to the attention of Tom Gommels and, at my own option, may choose not to participate if I feel it is unsafe.
- 4 I, hereby agree to indemnify and hold harmless Tom Gommels and any of his family or associates with respect to any and all injury, disability, death or loss of damage to person or property, whether caused by the negligence of the releasees or otherwise.
- 5 I understand and agree that this release of Liability and Assumption of risk agreement covers all future paintball activity for this premises in which I participate hereafter.
- 6 I will use utmost caution and common sense at all times including but not limited to: keep full face and ear protection (paintball mask) on at all times while a game is in progress, REGARDLESS of whether I am in the game or not; keeping my gun safety on AND barrel safety device in place (barrel plug or barrel sock) at ALL times when a game is not in progress; keep my gun pointed straight up into the air, directly at the ground, or at the sideline of the playing area (even with barrel safety device in place) at ALL times when a game is not in progress OR when I have been shot out or am not participating in a game.

**7 This Agreement is valid for all times of participation for the year 2011 and thereafter.**

I have READ this Release of Liability and Assumption of Risk Agreement, fully understand it's terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without inducement.

**Participant's Name (Please Print):** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State/Zip:** \_\_\_\_\_  
**Phone #:** \_\_\_\_\_  
**Date of Birth:** \_\_\_/\_\_\_/\_\_\_ (under age 18 must have parent/guardians signature below)  
**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**UNDER AGE 18 MUST HAVE THE BELOW INFORMATION FILLED OUT AND SIGNED.**

**This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to the above Release of Liability and Assumption of Risk agreement for the above participant.**

**Parent/Guardian's Name (Please Print):** \_\_\_\_\_  
**Parent/Guardian's Signature:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_  
**Emergency Phone #:** \_\_\_\_\_

