



SJS ENTERPRISES INC. (dba SC VILLAGE PAINTBALL PARK)

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

This document affects your legal rights. Please read it before signing it.

I, the below named person being eighteen or older in age, or the legal guardian of the person named below who is under 18, in consideration of the facilities, services, equipment and activities offered by SJS Enterprises Inc. (dba SC Village Paintball Park), its owners, partners, successors, assigns, employees, and agents (Releasees) I hereby acknowledge, agree, promise and covenant on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

ACKNOWLEDGMENT OF RISKS: I UNDERSTAND AND ACKNOWLEDGE that participation in the activities and use of the premises, facilities, equipment and services offered by Releasees bear certain **known risks and unanticipated risks** which could result in INJURY, DEATH, ILLNESS OR DISEASE, PHYSICAL OR MENTAL, OR DAMAGE to myself, to the minor identified below, or my property. **I understand and acknowledge those risks** may result in personal claims against Releasees, or claims against me by spectators or other third parties. These risks include but in no way are limited to the following:

- (1) The risks involved in use of the premises, facilities, equipment and services offered by Releasees;
- (2) the acts, omissions or negligence in any degree of Releasees;
- (3) latent or apparent defects or conditions in equipment, property or the facilities provided by Releasees or their agents or employees;
- (4) my own physical condition, or my own acts or omissions;
- (5) rescue, first aid, emergency treatment or services rendered or failed to be rendered by Releasees, or their agents or employees.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, **anticipated or unanticipated** may also result in injury, death, illness, disease, or damage **to myself , the minor identified below, or to my property.**

ACCEPTANCE OF RISK AND RESPONSIBILITY: I VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES, AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE OR DAMAGE to myself, the minor identified below, or to my property arising from my use of the premises, facilities, equipment and services offered by Releasees.

RELEASE: I, FOR MYSELF AND THE MINOR IDENTIFIED BELOW, VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE Releasees and their agents or employees, and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions or rights or action, which are related to, arise out of, or are in any way connected with my use of the premises, facilities, equipment and services offered by Releasees, **including, but specifically not limited to any and all negligence or fault of Releasees and their agents or employees, whether involved in an activity or not.** I FURTHER AGREE, PROMISE AND COVENANT, ON BEHALF OF MYSELF AND THE MINOR IDENTIFIED BELOW, TO HOLD HARMLESS AND TO INDEMNIFY Releasees and their agents or employees, and all other persons or entities **from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage brought by me or on my behalf.**

I FURTHER ACKNOWLEDGE that I am in the best position to determine my physical ability or the physical ability of the minor identified below to participate in the activities contemplated in this agreement, and acknowledge that I am in good physical and mental health, and not suffering from any condition, disease or disablement which would or could potentially affect participation in the activity.

NOTIFICATIONS/PROMOTIONS: I agree Releasees may send me a newsletter which includes promotional materials including coupons, discounts, and birthday wolf pack admissions. I agree that I may be contacted on any telephone number I have provided for marketing purposes including but not limited to information about discounts and upcoming special promotions.

My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms.

Printed Name of Participant

Date: _____

Signature of Participant

Address: _____
Street City State Zip

Email: _____

Date of Birth: _____ (MM/DD/YEAR)

Printed Name of Parent or Guardian of Minor Participant
(Under 18 years of age)

Signature of Parent or Guardian of Minor Participant (Under 18 years of age)

Participant's Phone: _____

Parent or Guardian of Minor Participant's Phone: _____

Youth Name: _____
Parent/Guardian Name: _____ Phone: _____
Address: _____
Birthdate: _____ Age: _____ Grade: _____
Emergency Contact other than parent: _____
Home Phone: _____ Work Phone: _____

Please list any physical disabilities or allergies which may limit your child's activities: _____

Please list any prescribed medications which your child uses: _____

Please list the reason for the medication: _____

All prescription medication must be accompanied by a Physician's Statement Form (please ask us for a form) in order for us to administer them. All prescriptions must have your child's name, and be dated within the last 6 months.

Over the counter medications (i.e., Tylenol, cold medicine, Bactine, or ointment) may be administered only with a parent's signature.

Please list any known allergies to any medication: _____

Dr. Name: _____ Phone #: () _____
Insurance Name: _____
Group #: _____ Plan #: _____
Insurance contact phone: () _____

I give my permission for any necessary over the counter medication and/or the above prescription to be administered to my child.

Parent/Guardian Signature: _____

I, the parent/guardian of the afore mentioned, give my child permission to participate in this event.

To assure the safety and health of my child, I hereby authorize and appoint as my attorney-in-fact, Harvest Christian Fellowship, and representatives of the church, to arrange for medical and dental care, and to give oral or written consent on my behalf for medical or dental treatment, including surgery deemed necessary by the licensed physician.

In consideration for being permitted to engage in this activity, I agree that the afore mentioned will abide by all express rules and requirements for the activity. For myself, and any who would claim under me, I release and discharge Harvest Christian Fellowship, its trustees, employees, and agents, from any liability resulting from loss, injury, or damage to the above named persons or property as a result of their attendance at, or participation in, this activity, excluding any liability arising solely from the negligent acts of Harvest Christian Fellowship, its trustees, employees, or agents.

Parent/Guardian Signature: _____ **Date:** _____