



## 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 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; (1) 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.**

#### COVID-19 (AND SIMILARLY TRANSMITTED CONTAGIONS) RELATED RISKS AND ACKNOWLEDGEMENTS

I acknowledge that COVID-19 is a virus that causes respiratory illness, among other symptoms, and can be spread through human-to-human contact, as well as respiratory droplets, and contact with surfaces previously touched by an infected person. COVID-19 is a relatively new disease, much of which is yet unknown. Releasees do not profess to be experts on COVID-19. Releasees advise Participants to gather their own information from experts/reliable sources concerning COVID-19 and form their own conclusions about the risks involved in participating in any activity. Known risks of contracting COVID-19 include, but are not limited to respiratory illnesses, as well as potential death. Some infected with COVID-19 may be asymptomatic and not know they are infected. Therefore, there is a risk of contracting COVID-19 even if those you interact with do not exhibit any symptoms. There are also other contagions that are transmitted in a similar manner.

#### **By Signing Below, I Represent and Warrant That:**

1. I do not share a household with anyone who has been diagnosed with COVID-19.
2. I have not been diagnosed with COVID-19.
3. To my knowledge, I have not been exposed to anyone who has been diagnosed with COVID-19, or who has exhibited symptoms of COVID-19, including but not limited to fevers, chills, muscle aches, dry coughs, loss of taste or smell, shortness of breath or difficulty breathing
4. For the past 14 days, I have not had any symptoms such as a fever, chills, muscle aches, dry coughs, loss of taste or smell, shortness of breath or difficulty breathing

**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.

I FURTHER ACKNOWLEDGE that I am to follow all park rules and regulations and fully abide to SC Village's safety policies as well as understand that the use of any flammable, pyrotechnical devices and real weapons are strictly prohibited and cannot be used and admitted at SC Village.

**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.

**WAIVER MUST BE COMPLETELY FILLED OUT**

\_\_\_\_\_  
Printed name of Participant

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant

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

E-Mail: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

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

Phone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_