

WOODLOCH PINES, INC.
ACKNOWLEDGMENT OF RISKS & HAZARDS
LIABILITY RELEASE & AGREEMENT NOT TO SUE

Accepted By: _____ WPI Staff Member Date _____

Participant's Name (Printed) _____ DOB _____ Room # _____

Home Phone _____ Address _____

Do you have any medical conditions we should be aware of (If so, what are they?)

PARTICIPATING IN THIS PAINTBALL ACTIVITY IS LIKELY TO CAUSE BRUISING AND WELTS THAT MAY RESULT IN DISCOMFORT OR LACERATIONS OF SKIN. READ THIS WAIVER THOROUGHLY BEFORE SIGNING OR PARTICIPATING IN THIS PAINTBALL ACTIVITY. THIS IS A LEGALLY BINDING CONTRACT. THIS RELEASE AND WAIVER AFFECT YOUR LEGAL RIGHTS.

1. I RECOGNIZE AND ACKNOWLEDGE THAT THERE ARE EXTREME RISKS INHERENT WITH PAINTBALL. The same factors that contribute to enjoying an activity may also result in damages, injury, illness or, in certain cases, serious injury or even death. Having acknowledged that such risks exist, I hereby specifically accept and assume all risks, including the following specific risks, that may arise by participating in the Woodloch Pines, Inc. Paintball Activity (the "Activity"): (a) my participation in the Activity may result in accidents, injury, serious injury and/or death; (b) during the Activity, I may experience fatigue, extreme heat, chill and/or dizziness which may diminish my reaction time and that of others and may therefore increase the risk of accident; (c) changing weather, fog, rain, sleet, snow, and/or other conditions, slippery trails, fields and/or roads and erosion through or near which I will be walking, running and/or traveling, my own inability to properly participate in the Activity or to follow rules and directions concerning the Activity and unforeseeable events may all contribute to the chances of accident, injury, serious injury and/or death. **I VOLUNTARILY ASSUME ALL SUCH RISKS WITH FULL KNOWLEDGE AND APPRECIATION OF THE DANGERS AND RISKS INVOLVED.** (INITIAL)

2. I voluntarily agree to assume all risk of personal injury including but not limited to: head injury, back injury, spinal injury, broken bones, sprains, strains, dislocations, lacerations, abrasions, paraplegia, quadriplegia and death which may occur while I am participating in this Activity, any even or program, whether or not under the supervision of Woodloch Pines, Inc. personnel. I hereby knowingly and intentionally waive and release, and agree to indemnify, hold harmless and defend Woodloch Pines, Inc., their owners, directors, officers, managers, employees, representatives, and agents from any liability WHATSOEVER, including injury, death, loss of property, expenses, Woodloch Pines, Inc. costs of defense and Woodloch Pines, Inc. attorney fees, resulting from my participation in the Activity and/or any lawsuit or litigation resulting from my participation in the Activity. This release shall be effective even though said loss, damage, or injury results or has resulted from the negligence, wrongful acts, omissions, breach of warranty or strict tort liability of Woodloch Pines, Inc. or other parties released. (INITIAL)

3. I understand that the activities of paintball are physically and mentally intense. I am in good health and have no physical limitations which would affect my safe use of the facilities and this Activity. I agree to pay attention to the state of all equipment I may use, and to advise staff members if I do any damage or notice damage. I certify that I have read the posted rules and guidelines and agree to abide by these rules and any future rules, and if any staff makes a specific request or instruction to me, I agree to comply. (INITIAL)

4. I understand that personal possession, i.e., cell phones, keys, change, glasses, etc., shall be removed from my person prior to participation and that Woodloch Pines, Inc. is not responsible for the loss, theft, damage or breakage of those possessions. (INITIAL)

5. I understand and agree that Woodloch Pines, Inc. reserves the right to refuse to permit me to participate in the Activity, and that the Woodloch Pines, Inc. staff may terminate my participation in the Activity if it believes me to be incapable of following the instructions or meeting the safety requirements or the rigors of participating in the Activity. I hereby release Woodloch Pines, Inc., its members, and its employees from any liability if I am prevented from participating in the Activity for any reason. (INITIAL)

6. Participants must be at least 11 years of age. If participant is under 18 the legal guardian must agree to this waiver on behalf of participant. I hereby confirm that I am at least eighteen years of age or as the legal guardian I have read this Release and have taken all responsibility for my participation in the Activity, that I am physically and mentally capable of participating in the Activity, that I will comply with all of the instructions and safety requirements for participating in the Activity, that I am capable of using the equipment provided to me by Woodloch Pines, Inc., and that I am participating in the Activity voluntarily and of my own free will. I acknowledge that I will be required to listen to and follow rules and guidelines for participating in the Activity, including but not limited to the following:

- I will abide by all instructions provided to me by Woodloch Pines, Inc., and their staff.
- I will not make any adjustments to my equipment and I agree that all adjustments will be made only by Woodloch Pines, Inc. staff, and I will notify staff of any concerns about fit or adjustment of equipment.
- I will not remove any of my protective equipment during the Paintball Activity.
- I will not climb on or move any props, barriers or obstacles.
- I will not shoot at non participants or any participants not wearing protective equipment.

(INITIAL)

8. I hereby agree to assume full responsibility for myself and anyone else over whom I am legal guardian, for bodily injury, death, or damages incurred as result of my participation in the Activity. I further agree to pay for any and all damages incurred to Woodloch Pines, Inc., its guests and staff as a result of my participation.

(INITIAL)

9. I understand that this release is a CONTRACT; and, I expressly state that I have read, understand, and am familiar with its provisions and that I sign it of my own free will.

(INITIAL)

10. I hereby agree and confirm that the venue of any claim, action, or dispute arising under this agreement and Release, or as a result of my participation in the Activity, shall be Pike County, Pennsylvania.

(INITIAL)

I read, I understand and I accept the terms and conditions of this release and waiver.

Participant's Signature _____

TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR: I hereby state that I am the parent or guardian of the minor listed above. I represent that I have complete and absolute authority to legally act on behalf of the minor. I am familiar with and consent to the terms and provisions set forth in this Release and understand that RELEASEES relies to its detriment upon this representation and would not otherwise allow the minor to participate. I agree to indemnify and hold harmless RELEASEES from any and all claims which are brought by, or on behalf of the minor, and which are in any way connected with the participation of the minor.

Signature of Parent or Guardian

Printed Name

Date