

CACKLIN' SISTERS EXTREME SPORTS
Application to Play Splatball/Paintball/Airsoft
Release, Waiver of Liability, and Assumption of Risk
For Players under 18

I, the undersigned, wish to play at Cacklin' Sisters Extreme Sports facility. I recognize and understand that playing the Game involves running certain risks. Those risks include, but are not limited to, the risk of injury relating from the impact of the paintballs or pellets used in the Game, injuries resulting from possible malfunction of equipment used in the Game and injuries resulting from possible malfunction of equipment used in the Game and injuries resulting from tripping or falling over obstacles in the Game playing field, and also the actions or inactions of others participating. In addition, I recognize that the exertion of playing the Game could result in injury or death.

Despite these and other risks, and fully understanding such risks, I wish to participate and hereby assume the risks of injury or death of participation. I also hereby release and hold harmless Cacklin' Sisters Extreme Sports and their affiliates, Linda Bowdre and Rebecca Hendrix, their agents, or employees and families, hereafter called the Sponsors, and will indemnify them against any and all claims, actions, suits, procedures, costs, expenses(including attorney's fees and expenses), damages and liabilities arising out of, connected with, or resulting from my playing the Game, or any injuries sustained while upon the premises, including but not limited to those resulting from the manufacture, selection, delivery, possession, use or operation of such equipment. I hereby release the Sponsors from any and all such liability for claims arising out of negligence, gross negligence, product liability or any other theory of recovery or cause of action, and I understand that this release shall be binding upon my estate, my heirs, my representatives, and assigns. I hereby certify to the Sponsors that I am in good health and do not suffer from a heart condition or other ailment which could be exacerbated by the exertion involved in playing the game.

I hereby promise to play the Game only in accordance with the rules of the Game as set forth by the Sponsors and to follow the Safety and Field Rules that I have read and understood and to abide by any signs posted on the premises. I understand that noncompliance with said rules and signs could result in my eviction from the playing field and/or the premises with no refund of any monies spent. I also acknowledge that I am responsible for the damages to rental equipment that is a result of my actions, not of normal wear.

I further agree that I will not participate in any activities if I am under the influence of drugs or alcohol.

I hereby grant permission to use my photograph on their website or printed publications without further consideration, understanding that it exposes the image to any user on the World Wide Web.

I have read the above Release, Waiver of Liability, and Assumption of Risk and by signing it agree it is my intention to exempt and relieve Cacklin' Sisters Extreme Sports from liability for personal injury, property damage or wrongful death caused by negligence or any other cause. By virtue of my signature, I acknowledge and agree to all terms and conditions set forth on this form for **One Year**.

Please print clearly:

Player's Name _____ player's age _____

Address _____

AND I, the minor's parent and/or legal guardian, understand the nature of the activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Sponsors from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Sponsors or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Sponsors, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Sponsors from any litigation expenses, attorney fees, loss liability, damage or cost any Sponsor may incur as the result of any such claim.

Date: _____ Printed name of Parent/Guardian _____

Phone _____

Notary Public

Signature of Parent/Guardian

(If parent not present)