

Paintball Release & Equipment Rental Agreement Form

NOTICE OF RISK

I, the undersigned do hereby understand, acknowledge, and agree that participation in the sport of paintball contains inherent risk that could lead to permanent catastrophic injury, death, or property damage. These risks include, but are not limited to: being hit by high speed paintballs, slips, trips and falls, collisions with other participants or objects, variations in pitch, terrain and surface conditions, hidden and obvious hazards such as ditches, culverts, bumps, stumps, logs, forest debris, and other forms of natural and man-made objects, as well as injuries caused by the negligence or inexperience of others. I acknowledge that conditions vary constantly as a result of weather, and other usage. Further, I understand that paintball is physically and mentally demanding. While personal protective equipment and personal discipline may reduce these risks, the possibility of serious injury does exist.

ASSUMPTION OF RISK

Understanding the risk inherent to the sport, I hereby agree to assume for myself or my minor child all the risk involved.

RELEASE FROM LIABILITY

IN CONSIDERATION OF THE USE OF ROUNDTOP'S FACILITY, **I AGREE NOT TO SUE**, TO RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND SKI ROUNDTOP OPERATING CORP., PAINTBALL AND THEIR OWNERS, AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY, IN ANY WAY RELATED TO MY OR MY CHILD'S PARTICIPATION OR USE OF FACILITIES, REGARDLESS OF ANY NEGLIGENCE, RECKLESSNESS OR IMPROPER CONDUCT ON THE PART OF THE SAME.

I have read, understand, and agree to comply with the rules of play, as well as any direction given by the staff. I agree to report all injuries to a Field Referee or other Paintball staff member before leaving the area.

I agree that all disputes arising under this contract shall be litigated exclusively in the Court of Common Pleas of York County, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania. This agreement is governed by the applicable laws of this state. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

RENTAL AGREEMENT

I agree that I am renting the equipment listed on this form (marker, hopper, CO2 tank, goggles/arm-band/barrel plug) **AS IS**, and further agree to be SOLELY RESPONSIBLE FOR THE EQUIPMENT RENTED TO ME, while it is in my possession. I further agree to use the equipment ONLY in the manner of which it was intended and that any lost, stolen, or damaged equipment must be immediately paid for at full replacement cost. I agree to return all equipment at the end of my session and prior to leaving the facility. I understand that I am required to provide Revolution Paintball a valid driver's license or credit card, and agree that Paintball will retain the same until ALL INDIVIDUAL OR GROUP EQUIPMENT IS RETURNED AND ACCOUNTED FOR. I further authorize Paintball at Roundtop Mountain Resort to charge my credit card for the replacement cost(s) of the item(s) damaged or not returned, plus all other fees incurred such as, but not limited to: shipping, handling, phone charges, etc.

BREAKAGE INSURANCE

By purchasing the RENTAL BREAKAGE INSURANCE for the below pre-paid fee at registration, I understand that any equipment assigned to me that is accidentally broken while in my possession is covered and no charges will be assessed to me as long as I gather and return all parts and inform management immediately. Accidental breakage will be determined solely by management. RENTAL BREAKAGE INSURANCE does not cover lost or stolen equipment or personal items/equipment used.

RENTAL BREAKAGE INSURANCE COST is \$1.00. I accept the insurance against accidental breakage of rented equipment as detailed above. _____ Initials.

Marker Serial Number: _____

Name: _____ DOB: ____/____/____ Phone: (____) _____

Address: _____ City: _____ State: ____ Zip: _____

E-mail: _____ Driver's License #: _____

Credit Card: (circle one) MC Visa Am.Exp. Disc

Signature of Participant

Date

Signature of Parent/Guardian (if under 18)

Date

(The signature of one parent/guardian, binds both, in reference to this agreement)