

Paintball Release & Equipment Rental Agreement Form

NOTICE OF RISK

I the undersigned do hereby understand acknowledge and agree that participation the sport of paintball contains inherent risk that could lead to permanent catastrophic injury, death or property damage. These risks could include, but are not limited to: being hit by paintballs, falls or collisions with other participants or objects due to, variations in pitch and terrain, hidden and obvious obstacles such as ditches, culverts, bumps, stumps, logs, forest debris, varying surface conditions such as; ice, snow, and other forms of natural and man-made objects, conditions and obstacles on and/or off the playing fields, as well as injuries caused by my own negligence, inexperience or the negligence or inexperience of others. I acknowledge that conditions vary constantly as a result of weather, and other usage. While personal protective equipment and personal discipline will minimize these risks, the possibility of serious injury does exist.

ASSUMPTION OF RISK

UNDERSTANDING AND AGREEING TO THE ABOVE, I HEREBY AGREE TO ASSUME FOR MYSELF OR MY MINOR CHILD ALL THE RISK INVOLVED.

RELEASE FROM LIABILITY

In consideration of being allowed to use the Paintball facility at Roundtop Mountain Resort, **I HEREBY AGREE NOT TO SUE, AND TO RELEASE, SKI ROUNDTOP OPERATING CORP., SNOW TIME, INC., AND PEAK RESORTS, INC., AS WELL AS THEIR AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY, RELATED TO ANY PAST, PRESENT OR FUTURE INJURY, PROPERTY LOSS OR ANY CLAIM OTHERWISE RELATED TO MY OR MY CHILD'S USE OF THE FACILITIES, REGARDLESS OF ANY NEGLIGENCE, ON THE PART OF THE SAME, INCLUDING GROSS NEGLIGENCE, IMPROPER CONDUCT OR ANY CAUSE ENFORCEABLE BY LAW.** I FURTHER AGREE TO INDEMNIFY AND DEFEND THE SAME, FROM ANY CLAIM FOR LIABILITY RELEATED TO MY OR MY CHILD'S USE OF THE FACILITIES, REGARDLESS OF ANY NEGLIGENCE.

I have read and understand the rules of play and my minor child or I will comply with all rules and regulations while participating in paintball at Roundtop Mountain Resort. I agree to report all injuries to a Paintball staff member before leaving the area. Further, I hereby grant my permission for Roundtop Mountain Resort to use any photograph, videotape or sound recording of me or my child for any legitimate business purpose.

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 Commonwealth. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

RENTAL AGREEMENT

I, the undersigned am renting equipment listed on this sheet **AS IS**, in order to participate in paintball games. I understand that while the equipment is under my possession, I AM SOLELY RESPONSIBLE FOR THE EQUIPMENT RENTED TO ME. I agree that any equipment lost, broken, stolen or damaged in any way or manner at any time, while signed out, rented or loaned to me, for or in my name will be immediately paid for in cash or with a credit card at full replacement cost, as soon as the item(s) is lost, broken, stolen or damaged or on demand by the management of Paintball at Roundtop Mountain Resort. As a sign of good faith, I hereby promise to take care of all rented equipment and to use rented equipment ONLY in a manner consistent in which it was intended for. I promise to return all equipment in good and same condition prior to leaving this day. I am providing Paintball at Roundtop Mountain Resort a valid driver's license or a valid credit card, which Paintball at Roundtop Mountain Resort may retain as long as necessary 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) plus all other fees incurred such as, but not limited to: shipping, handling, phone charges, etc. All participants are issued a marker with hopper and CO2 tank, goggles/arm-band/barrel plug.

By purchasing the RENTAL BREAKAGE INSURANCE for the below pre-paid fee at registration, I understand that any equipment signed out to me that is accidentally broken by me 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 is at the discretion of and will be determined solely by management. RENTAL BREAKAGE INSURANCE does not cover lost, stolen or misplaced equipment or any personal items or equipment used at this field by any persons at any time.

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 # _____

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)