

PAINTBALL SEASON PASS



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|------------------|-----------------------|----------------------|------------|
| Last Name | First Name | MI | |
| Address | City | State | Zip |
| Telephone | E-mail Address | Date of Birth | |

SEASON PASS \$ 79.00

Field Fees and Unlimited Air/CO2

Pass is valid for (1) one year from date of purchased

I the undersigned do hereby acknowledge, understand and agree to the following:

NOTICE OF RISK:

1. The sport of paintball contains inherent and other risks that could lead to permanent catastrophic injury or death. These risks 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
2. I fully understand that the activity of paintball is physically and mentally demanding. I have read and understand the rules of play and will comply with all rules and regulations while participating in paintball at Roundtop Mountain Resort.

ASSUMPTION OF RISK AND RELEASE OF LIABILITY:

3. Understanding the above, I agree to assume all the risk involved and further **AGREE NOT TO SUE, AND TO RELEASE SKI ROUNDTOP OPERATING CORP, SNOW TIME, INC, PEAK RESORTS, INC., AND VAIL HOLDINGS, INC., including their agents and employees from any and all liability, related to any past, present or future injury, property loss or an claim otherwise related to my or my child's use of the facility regardless of any negligence on the part of the same, including improper conduct or any other cause enforceable by law.** I further agree to indemnify and defend the same, from any claim for liability related to my or my child's use of the facilities, regardless of any negligence.
4. I agree to report all injuries to a Field Referee or other Paintball staff member before leaving the area.
5. I understand that the Paintball Season Pass does not include any rental equipment or paintballs and that Field paint must be used while playing on our fields.
6. I further agree that I am granting Roundtop Mountain Resort permission to use my or my minor child's photograph, videotape, motion picture or any other record of my or my minor child's use of its facilities for legitimate business purposes.
7. I agree that all disputes arising under this contract shall be litigated exclusively in the Court of Common Pleas for York County or in the United States District Court for the Middle District of Pennsylvania.
8. 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.

Signature of Individual Date

Signature of Parent/Guardian if pass holder is under age 18. Date
(The signature of one parent or guardian binds both parents or guardians in reference to this agreement)

Office use only:

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