

Paintball on the Lancaster Property in Turkey Hollow in Barnard, VT

Release from Liability Agreement - Please Read Carefully

Please Print Clearly the Following Information:

Participant Last Name	First Name	Middle	
Age:			
Address:	City	State	Zip
Parent / Legal Guardian		Work Phone	

This agreement is entered into between the property owners, The Lancasters, and the undersigned participant with respect to participation in recreation (such as Paintball) on the Lancaster property. In consideration of the use of the field and facilities owned by the Lancasters participant agrees as follows:

1. Participant waives any cause of action against the Lancasters, their family, agents and employees, which might arise from any failure of equipment that is used in this activity.
2. In the event a third party (or parties) is injured in any occurrence in which the undersigned participates, the undersigned shall indemnify, defend and hold harmless the Lancasters, their family, affiliates, agents, and employees, from ALL costs and expenses which arise from claims by such injured parties.
3. Participant authorizes any medical treatment deemed necessary in the event of any injury while participating in paintball activities. It is the responsibility of participant to carry full and complete insurance coverage for personal bodily injury and personal property damage to participant and any other individuals who may be injured resulting from paintball activities (or, in its absence, agree to pay all costs of rescue and/or medical services that may be incurred on behalf of the participant).
4. Participant understands and accepts that paintball is a hazardous sport and has many dangers and risks, including but not limited to bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability serious bodily injury or death. Participant hereby agrees to freely and expressly assume and accept any and all risks of injury.

Participant represents that he/she is physically fit and adequately trained to safely participate in this physically demanding activity, and that he/she does not suffer from any injury, defect, ailment, illness or the like which could conceivably lead to injury or death from participation in this activity. (Please initial _____).

By signing this form, I acknowledge that I have read this document and fully understand this release. I am _____ years of age and agree to the terms above. I am signing of my own free will and violation.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the Lancasters, their family, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Paintball equipment or my participation in Paintball activities, I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of the Lancasters. This waiver is good until December 31, 2008.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE THE LANCASTERS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Participant Signature

Date

IF APPLICANT IS A MINOR (UNDER 18 YEARS OF AGE), HE/SHE WILL NEED PARENT/LEGAL GARDIAN SIGNATURE

I, the undersigned, do hereby certify that I am the parent/legal guardian of _____.
I do hereby give my consent that allows him/her to participate in this activity. I agree to be bound by the terms, conditions and limitations set forth herein. I am signing of my own free will and violation.

Participant Signature

Date

Paintball Rules, Regulations & Suggestions

By tendering this application, participant agrees to abide by all Rules and Regulations provided below now in effect or later modified, recognizing that any violation may subject him/her to expulsion from the Lancaster property.

- Participants must wear face mask AT ALL TIMES when in shooting zones.
- Alcoholic beverages, illegal drugs or smoking are not permitted at any time on the property.
- Participant/member agrees not to create any nuisance, disturbance or harass or threaten other participants, members, guests, or personnel or commit acts of moral turpitude or fraud while using the field or its facilities.
- Obvious intentional damage to any of the flora or fauna on the property will incur severe penalties.
- ANYONE WHO VIOLATES THE ABOVE RULES AND REGULATIONS IS SUBJECT TO EXPULSION FROM THE PROPERTY WITH NO QUESTIONS ASKED OR REFUNDS.

When not actively playing guns should have the safety on and barrels covered.

Full protective gear and shoes should be worn at all times in the playing field area.

This will be a 'Carry in, carry out' event. Please do not leave anything, such as garbage of any type, on the property or the privilege of using the space again will be revoked.

TERMS AND CONDITIONS

These Rules and Regulations may be modified from time to time in the sole discretion of the Lancasters. Changes in schedules of operation may also be made at any time, without notice, in the sole discretion of the Lancasters.

WAIVER OF LIABILITY

Participant, member, guest or patron shall participate in paintball activities at his/her own risk. the Lancasters shall not be liable for any damages for personal injuries sustained by any participant, member, guest or patron in, on or about the premises of the Lancasters from any and all claims, demands, or causes of action, including, without limitation, any claim for personal injuries arising out of the use of its facilities, services, or equipment or arising out of the negligence of the Lancasters, its owners, affiliates, agents or employees or any other person on the Lancaster property.

PERSONAL PROPERTY AND VALUABLES

The Lancasters shall not be liable for the loss or theft of, or damage to, the personal property of any participant, member, guest or patron.