

# All Area Attraction Waiver /SYNERGY PAINTBALL CHALLENGE LLC

## RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF

### CLAIMS & INDEMNIFICATION AGREEMENT

Notice -By signing this document you may be waiving certain legal rights, including the right to sue.

#### **Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement**

I can read, speak, and understand the English language. In consideration of being allowed to use the facilities and participate in **Synergy Woods Activities** (collectively the "**Activities**") provided by **Synergy Paintball Challenge, LLC, dba Synergy Woods** (the "**Host**"), the **Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:**

1. TO WAIVE ALL CLAIMS that they have or may have against the Host arising out of the Participant's participation in the Activities or the use of any equipment provided by the Host ("**Equipment**"), including while receiving instruction and/or training; and
2. TO ASSUME ALL RISKS of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death; and
3. TO RELEASE the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
4. TO INDEMNIFY the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training; and
5. TO EXTEND RELEASE to all of the items in this Waiver/Release to Legacy Fair Properties LLC and owners, members, directors, officers, employees, agents, spectators, volunteers, participants, and all other persons or entities acting on their behalf, (hereinafter collectively referred to as "**Releases**"). This Waiver/Release is issued on behalf of myself and my children, parents, heirs, assigns, personal representative and estate; and also agree as follows
6. I ACKNOWLEDGE that the sport of Paintball and the Summit involves known and unanticipated risks which could result in physical or emotional injury, paralysis, permanent disability, death, and property damage. Risks include, but are not limited to, blindness, bruises or other injuries caused by markers; injuries caused by falls or collisions with objects, other participants, or uneven surfaces; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity; and
7. I EXPRESSLY ACCEPT and assume all of the risks inherent in these activities or that might have been caused by the negligence or otherwise of the Releases'. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue; and
8. I VOLUNTARILY RELEASE, and forever discharge, and agree to indemnify and hold harmless Releases' from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence or otherwise. Should Releases' or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs; and
9. I REPRESENT I have adequate insurance to cover any injury or damage I may suffer or cause to others while participating in this activity, or else I agree to bear the cost of such injury to damage myself. I further represent that I do not have any medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I understand the nature of this activity, and am qualified to participate as I am in good health and proper physical condition to participate; and
10. IN THE EVENT that I file a lawsuit, I agree to do so solely in the city, state, and country where Releases' facility is located, and I further agree that the substantive law of that state shall apply; and
11. IF ANY PORTION OF WAIVER BE DEEMED INVALID under the law of the applicable jurisdiction, the parties agree that the remaining portions shall remain binding and available for use by the Host and its counsel in any proceedings; and
12. IF I AM HURT or my property is damaged or missing during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the Releases' on the basis of any claim for negligence; and
13. I HAD SUFFICIENT TIME TO READ this entire document and acknowledge by signing this document do so with the opportunity to consult with legal counsel prior to signing. I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain; and
14. I AM BOUND BY THIS DOCUMENT as I have read and understand this document and I agree to be bound should any provision of this document be held unenforceable I agree and understand that all other provisions will remain in full force; and
15. IN THE EVENT OF A DISPUTE shall arise I agree to mediation in Lorain County; and
16. IN CONSIDERATION TO PARTICIPATE and being permitted to participate in these activities, I further agree to indemnify and hold harmless Releases' from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such.

#### **Photography/Video Release**

Participant hereby grants to the Host, its representatives, and employees the right to take photographs/videos of Participant in connection with Participant's participation in the Activities. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

#### **Personal Responsibility**

The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host's Equipment and facilities before any participation.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings. If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. THIS WAIVER IS VALID FOR 12 MONTHS FROM THE DATE LISTED.**

PRINT PARTICIPANTS NAME \_\_\_\_\_ Birth Mo/Year \_\_\_\_ / \_\_\_\_

Address \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Emergency Phone: (\_\_\_\_) \_\_\_\_\_

**In consideration of above Participant being permitted to participate in this activity, I further agree to indemnify and hold harmless Releases' from any claims alleging negligence which are brought by or on behalf of any Participant or are in any way connected with such participation by Participant.**

**OVER 18** Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ /2020

**UNDER 18** I ATTEST THAT I AM THE LEGAL PARENT OR GUARDIAN FOR THE ABOVE PARTICIPANT

**PRINT:** Parent or Legal Guardian's Name \_\_\_\_\_

**SIGNATURE:** Parent or Legal Guardian's \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ /2020

Valid ONLINE Waiver  Driver's License Number \_\_\_\_\_ State \_\_\_\_\_

Did you bring PAINT?

Did you bring Alcohol?

Would you like:

Recommended Safety Equipment?

Upgraded Paintball Marker?

Apply your admission to a Season Pass that entitles you to special pricing?

<input type="checkbox"/> MARKER _____	<input type="checkbox"/> Season Pass
<input type="checkbox"/> MASK	<input type="checkbox"/> Admission Only
<input type="checkbox"/> HPA TANK _____	<input type="checkbox"/> Sergeant
<input type="checkbox"/> A5 UPGRADE _____	<input type="checkbox"/> Lieutenant
<input type="checkbox"/> X7 UPGRADE _____	<input type="checkbox"/> General
<input type="checkbox"/> Full Head Mask	<input type="checkbox"/> GR
<input type="checkbox"/> Valken IDENTITY	
<input type="checkbox"/> Chest Protector	<input type="checkbox"/> USA Ticket

	Neck Protector		200
	Gloves		500
	Pod Pack		700
	Barrel Cover		1000
			2000

**Rental Staff Initials Equipment OUT** \_\_\_\_\_

**Rental Staff Initials Equipment IN** \_\_\_\_\_

Revised February 7<sup>th</sup>, 2020