

RELEASE OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK

***** READ BEFORE SIGNING *****

IN CONSIDERATION of being permitted to participate in any Paintball activities including, but not limited to, playing, using the premises of, renting and operating equipment leased, sanctioned and/or operated by Saint Joe Halloween Events, LLC dba SCREAM-A-GEDDON (hereinafter known as "SAG"), I acknowledge and agree that:

I fully understand and acknowledge that; (a) risks and dangers exist in my use of Paintball equipment and my participation in Paintball activities; (b) my participation in such activities and/or use of such equipment may result in my injury or illness 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; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of SAG; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of SAG, or by any other person.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify SAG and its owners, 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 SAG.

WAIVER OF RIGHT TO JURY TRIAL

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES' ACCEPTANCE OF THIS AGREEMENT.

MEDICAL PERMISSION AUTHORIZATION – If the participant is of minority age, the undersigned parent or guardian hereby gives permission for SAG to authorize emergency medical treatment as may be deemed necessary for the child named below while participating in Paintball activities.

PHOTO AND VIDEO RELEASE – I grant to SAG, its representatives and employees the right to take photographs and video of me and my property in connection with the above-identified subject. I authorize SAG, its assigns and transferees to use and publish the same in print and/or electronically. I agree that SAG may use such photographs / videos of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Internet content.

I HAVE READ THE ABOVE RELEASE OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK AND HEREBY RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE SAG FROM LIABILITY FOR BODILY INJURY, PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

First Name: _____ Last Name: _____

Birth Date: _____ Phone Number: _____

Email Address: _____

Street Address: _____

City: _____ State: _____ Postal Code: _____

How did you first learn about SCREAM-A-GEDDON? _____

Today's Date: _____

Participant's Signature, Agreeing to Release:

*** * * * * IF PARTICIPANT IS UNDER 18 YEARS OLD * * * * ***

Parent/Guardian's Signature, Agreeing to Release of Liability and Consenting to Minor's Participation:
