

**PAINTBALL ACTIVITY WAIVER, RELEASE OF LIABILITY,  
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT  
(READ BEFORE SIGNING)**

In consideration of my participating in paintball activity ("Activity") operated by B.K.W. Farms, Inc. in Marana, Arizona, I represent that: (1) I understand the nature of the Activity, (2) I am qualified to participate in the Activity, and am in good health, and (3) I am in proper physical condition to participate in the Activity. I further agree that if I believe event conditions are unsafe, I will immediately discontinue participating in the Activity. I fully understand that: (1) the Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, that may be caused by (a) the actions or inactions of myself or others participating in the Activity, (b) the conditions in which the Activity takes place, or (c) the active or passive negligence of any of the Releasees named below; and (2) there may be other risks either not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, costs, and damages I may incur as a result of my participation in the Activity. On behalf of myself, my heirs, successors, assigns, executors and subrogees, I hereby waive, release, discharge, and covenant not to sue any of the following persons (each a "Releasee"): B.K.W. Farms, Inc. (a.k.a. BKW Paintball), its administrators, directors, agents, officers, volunteers, shareholders, and employees, including, without limitation, Brian Wong, Dylan Liefer, David Proctor and Rafael Varelas, other Activity participants, any sponsors, advertisers, and, if applicable, owners, lessees, and lessors of premises on which the Activity takes place, from each of the following (each a "Claim"): all liabilities, claims, demands, losses, or damages on my account caused or alleged to be caused, in whole or in part, by any of the "Releasees," whether by active or passive negligence or otherwise, including actively or passively negligent rescue operations. I further agree that if, despite this Agreement, I or anyone on my behalf seeks to recover for a Claim from any of the Releasees, I will indemnify and hold harmless each Releasee from any and all expenses, attorney fees, loss, liability, damage or cost any Releasee may incur as the result of each such Claim.

**I have read this Agreement, and I understand that, by signing it, I am giving up substantial rights, and am agreeing to indemnify Releasees.** I sign it freely and without any inducement or assurance of any nature, intending it be a complete and unconditional release of all liability to the greatest extent allowed by law. I further agree that if any portion of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

\_\_\_\_\_  
Participant's Date of Birth

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Printed Name

(\_\_\_\_\_) \_\_\_\_\_  
Phone

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

**CONSENT, WAIVER, RELEASE AND INDEMNITY OF PARENT OR GUARDIAN  
(Required if participant is under the age of 18)**

I am the parent and/or legal guardian of the minor who signed the Agreement above. I understand the nature of the Activity and the experience and capabilities required of a participant in the Activity. I represent and confirm that the minor is qualified to participate in the Activity. On behalf of myself, my heirs, successors, assigns, executors and subrogees, and I hereby waive, release, discharge, covenant not to sue and agree to indemnify and save and hold harmless each Releasee from all Claims, and further agree that if, despite the Agreement and this Consent form, I, the minor or anyone succeeding or acting on behalf of myself or the minor makes a Claim against any of the above Releasees, I agree to indemnify and hold harmless each such Releasee from any and all expenses, attorney fees, loss, liability, damage or cost any Releasee may incur as the result of each such Claim. **I have read this Agreement, and I understand that, by signing it, I am giving up substantial rights, and am agreeing to indemnify Releasees.**

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent/Guardian