



2008

[Empty rounded rectangular box]

Control Number

**READ CAREFULLY-THIS IS A WAIVER AND RELEASE OF LIABILITY**

I, the undersigned, understand and acknowledge that play on an Infrared Tagging field, Paintball field, or Airsoft field and surrounding park entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, death or damage to me, my child and my invitees. Knowing these risks, I assume full responsibility and voluntarily participate in park activities. I also hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless Marksman Action Sports Headquarters (herein referred to as MASH) from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party which are in any way connected to participation in these activities, including those allegedly attributable to negligent acts or omissions. Should MASH or anyone acting on behalf of MASH be required to incur any attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold MASH harmless for all such fees and costs. In the event I, the undersigned, my child, guests, or invitees file a lawsuit against MASH, I / they agree to do so solely in the state of Tennessee. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. In consideration of being permitted by MASH to use its equipment and facilities, I further agree to indemnify and hold harmless MASH from any and all claims which are brought by the undersigned below, or on behalf of the undersigned's child, guest, or invitee, and which are in any way connected with such use or participation.

A set of rules and directions are either displayed on the park signs or have been provided to me which I agree to follow and utilize at all times during operation and use of the park and its equipment and facilities.

I, the undersigned, acknowledge and certify that I have had sufficient opportunity to read the entire Rental Agreement and Acknowledgment of Risks, that I understand its content and that I execute it freely, intelligently, and without duress of any kind and agree to it by its terms. I also understand that while I am in attendance in the park I may be photographed and said photos may appear in business print and on the company web site. I also recognize that MASH will not be held responsible for loss or damage of personal items.

**MEDICAL PERMISSION AUTHORIZATION**

If the participant is of minority age, the undersigned parent or guardian hereby gives permission for MASH to authorize emergency medical treatment as may be necessary for the child named below while participating in paintball, airsoft, or laser tag from this date through **12/31/08**.

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

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_(\_\_\_\_)\_\_\_\_\_  
Print Participant Name                      Age                      Birth Date                      Phone

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

\_\_\_\_\_  
Signature of Participant                      Signature of Parent / Guardian (if 18 or younger)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date                      Email (optional)