

COLCHESTER PAINTBALL, INC. WAIVER AND RELEASE OF LIABILITY

In consideration of Green Mountain Games, inc., hereinafter referred to as "GMGI", I agree as follows:

1. I AM AWARE THAT PLAYING A PAINTBALL or LASER TAG GAME MAY BE A HAZARDOUS ACTIVITY, AND I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH THE KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF INJURY OR DEATH.

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

I fully understand and acknowledge that: (a) risks and dangers exists in my use of Paintball equipment or Laser Tag and my participation in Paintball/Laser Tag 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 GMGI, 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 of other conduct of the owners, agents, officers, employees of GMGI, or by any other person.

I have inspected all equipment that I am going to use and state that said equipment is in good repair and is fit to be used. I further assume all risk and liability in using the equipment and am fully aware that I can provide my own equipment. If I am being provided equipment by GMGI, I have fully inspected the equipment and accept the condition of said equipment for the use in any and all Paintball or Laser Tag activities. I fully understand that I can bring and use my own equipment.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify GMGI 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/Laser Tag equipment or my participation in Paintball/Laser Tag activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have at present or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of GMGI. This waiver and release is of a continuing nature and is good until revoked in writing sent by certified mail, return receipt requested to Green Mountain Games, Inc. at 1751 East Road, Colchester, Vermont 05446.

Print name

age

Date of Birth

Phone

Signature

Address

E-mail

city, state, zip

Signature of Parent/Guardian (if less then 18 years old)*

Date

AGREEMENT AND CONSENT OF PARENT OR GUARDIAN OF A MINOR

I as parent or guardian of the above-applicant represent to GMGI that any facts herein concerning my child or ward are true. I hereby give permission for my child or ward to play Paintball or Laser Tag and further, inconsideration of granting such right to play Paintball or Laser Tag, agree individually and in behalf of my child or ward to the terms of **the** above agreement and release of liability.

Date

Signature of Parent/Guardian (if less than 18 years old)*

4880.001 Waiver and Release 2004-03-23