



## WAIVER and RELEASE of LIABILITY

In consideration of Paul C. Beard, dba TreeHuggers PaintBall and Xtreme Sports Park (hereinafter referred to as TP), furnishing services and/or equipment to enable me to voluntarily participate in any and all extreme sports activities including but not limited to paintball, inline skating, skateboarding, BMX biking and wall climbing, I agree as follows:

I fully understand and acknowledge that (a) risks and dangers exist in my use of any and all equipment and my participation in any and all extreme sports 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 including broken bones, 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, agents or lessors of TP, 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, lessors, officers, employees of TP, or by any other person.

I hereby irrevocably grant to TP perpetually, exclusively, and for all media through out the world (including print, non- theatrical, home video, CD-Rom, internet and any other electronic medium presently in existence or invented in the future), the right to use and incorporate (alone or together with other materials), in whole or in part, photographs or video footage take of me as a result of participation in any and all extreme sports activities as described above.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify TP and it's owners, agents, officers, employees and lessors 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 any and all equipment or my participation in any and all extreme sports activities. I 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 or lessors of TP. This waiver is good until rescinded in writing and delivered by US Postal Service to 1418 N CR 450W, Sullivan, IN 47882.

I have read the above waiver and release and by signing it agree as a participant or as a parent/guardian that it is my intention to exempt and relieve TP from liability for personal injury, property damage or wrongful death caused by negligence or any other cause. If I am under the age of 18 years of age, I represent and certify that I have gained the permission of my parents and/or guardians as represented below and that they have full knowledge of my participating in any and all extreme sports activities as described in this waiver and release.

Dated	Signature	Printed Name
Age	Date of Birth	E-mail
Phone	Address, City, State, ZIP	

How did you hear about TreeHuggers? \_\_\_\_\_

**I am the parent/guardian of this minor & agree to the terms of the above waiver & release.**

**Parental Permission if under 18 years of age:** \_\_\_\_\_  
Signature of **Parent/Guardian**
Printed Name of **Parent/Guardian**