

# RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

## Camp Eternal

In consideration of *Camp Eternal, LLC* allowing me to participate in paintball games, use its equipment and facilities, and furnishing services to me in connection therewith, now and in the future, at its facilities located at 1443 Makinson Road, West Point, TX 78963, I hereby agree as follows:

I fully understand and acknowledge that paintball is an inherently dangerous sport/activity and that my participation in such activity, and my use of *Camp Eternal, LLC's* facilities, involve known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to others. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, but are not limited to: (a) injury, illness, disability and death, including, but not limited to, bodily injury, disease, strains, fractures, paralysis, eye injury, blindness, permanent disability, heat stroke, heart attack or other ailments that could cause serious disability, (b) failure and/or malfunction of *Camp Eternal LLC's* equipment, my own equipment, or other's equipment; (c) exposure to the elements, extreme temperatures, insects, reptiles, and/or animals, and (d) risks associated with my own negligence and/or the negligence of others, including, but not limited to, operator error. I understand that *Camp Eternal LLC's* owners and employees have difficult jobs to perform, and while they seek safety, they are not infallible. They might be unaware of a participant's fitness or abilities; they might give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that *Camp Eternal LLC's* employees might be negligent in, among other things, monitoring and supervising the use of *Camp Eternal LLC's* equipment and facilities, and in the maintenance and repair of *Camp Eternal LLC's* equipment and facilities.

By my participation in these activities and use of *Camp Eternal LLC's* equipment and facilities, I hereby assume all risks and dangers existing in these activities and use of *Camp Eternal LLC's* equipment and facilities. My participation in these activities is purely voluntary, and I elect to participate in spite of such risks.

I, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate, hereby voluntarily release, forever discharge and agree to defend, indemnify and hold harmless, *Camp Eternal LLC*, its agents, owners, members, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, subsidiaries, related and affiliated entities, successors and assigns (collectively, the "RELEASED PARTIES"), from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities, my use of *Camp Eternal LLC's* equipment and facilities, including any such claims that allege the negligent acts or omissions of the RELEASED PARTIES.

If the participant is a minor, I agree that this Release of Liability and Indemnity Agreement (this "Release") is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian of the minor participant to bind the minor participant to this Release, and further agree to defend, indemnify and hold harmless the RELEASED PARTIES from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with the minor participation in the activities and use or *Camp Eternal LLC's* equipment and facilities, including injuries or damages caused by the negligence of RELEASED PARTIES.

In consideration of not being required to sign additional copies of this Release before each visit, I further agree that this Release shall apply to all future visits by me and/or by the minor participant until he/she is 18 years old. Notwithstanding the foregoing, I may be required to sign an acknowledgement of such continuing agreement each time I or the minor participant elect to participate in the activities and use *Camp Eternal LLC's* equipment and facilities.

I agree that this Release is intended to be as broad and inclusive as is permitted by the law of the State of Texas, and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**BY SIGNING THIS RELEASE, I ACKNOWLEDGE THAT I AM WAIVING MY (AND/OR THE MINOR PARTICIPANT'S) RIGHT TO MAINTAIN A LAWSUIT AGAINST ANY OF THE RELEASED PARTIES ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE RELEASE, ASK QUESTIONS ABOUT IT, CAMP ETERNAL, LLC, AND ITS EQUIPMENT AND FACILITIES. I HAVE COMPLETELY READ AND UNDERSTAND THIS RELEASE, AND I AGREE TO BE BOUND BY ITS TERMS.**

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name of participant

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age

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
date of birth

\_\_\_\_\_  
signature

\_\_\_\_\_  
address

\_\_\_\_\_  
city, state, zip

\_\_\_\_\_  
signature of Parent/Guardian (if less than 18 years old)

\_\_\_\_\_  
phone

\_\_\_\_\_  
email

\_\_\_\_\_  
date