

# PAINTBALL WAIVER

## MOUNTAIN ADVENTURE GAMES

### RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of the services of MOUNTAIN ADVENTURE GAMES, and COVENANT COLLEGE, their officers, agents, employees and all other persons or entities associated with those businesses, hereafter collectively referred to as "MAG", I agree as follows:

MAG does not want to frighten me or reduce my enthusiasm for participating, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks associated with participating in adventure activities which may include, but are not limited to, group games, initiative problems, nature hikes, low ropes course elements, and paintball. I acknowledge that MAG operates under reasonable and necessary safety precautions, has taken reasonable steps to provide me with appropriate equipment and skilled facilitators so I can enjoy activities for which I may not be skilled, and has been and will be available to more fully explain to me the nature and physical demands of each activity and the inherent risks.

I am aware that participation in such activities entails risk of loss or damage to property, accidental injury, or in extreme cases, trauma, permanent disability or death, and that there may be other risks either not known to me or not readily foreseeable at this time. I elect to participate in these activities and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation. I certify that I am fully capable of participating in these activities and that if I believe event conditions are unsafe, I will immediately discontinue participating.

I hereby release, discharge, and covenant not to sue MOUNTAIN ADVENTURE GAMES, or COVENANT COLLEGE, its Respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the activity takes place, (each considered one of the "RELEASES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releases" or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releases, I will indemnify, save, and hold harmless each of the releases from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement and assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

\_\_\_\_\_  
Printed name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date of Birth

PARENTAL CONSENT (If participant is under 18)

\_\_\_\_\_  
Printed name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

## RAFTING WAIVER

Rafting Date \_\_\_\_\_  
Rafting Time \_\_\_\_\_  
Witness By \_\_\_\_\_

In consideration of Outland Expeditions, Inc. furnishing services and/or equipment to enable me to participate in white water rafting and/or climbing, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of white water rafting and/or climbing equipment and participation in such activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, 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 Outland Expeditions, Inc.; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces or nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, canoe or kayak and such other risks, hazards and dangers are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; 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, officers, or employees of Outland Expeditions, Inc., or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Outland Expeditions, Inc. 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 Outland Expeditions, Inc. equipment or my participation in white water rafting and/or climbing activities. I specifically 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 of Outland Expeditions, Inc.

I further agree to indemnify and hold harmless the United States, TVA, the State of Tennessee and their respective agents, servants and employees from any and all claims, demands, actions and judgments arising at any time out of or in any way connected with my use of the white water recreation area or the Ocoee River and activities incidental thereto.

The Venue of any dispute that may arise out of this agree or otherwise between the parties to which the Outland Expeditions, Inc. and its agents is a party shall be either the city of Cleveland, Tennessee Justice Court or the County or State Supreme Court in Bradley County.

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

Name \_\_\_\_\_ Age \_\_\_\_\_

Address \_\_\_\_\_ City, State \_\_\_\_\_

Signature of Parent or Guardian \_\_\_\_\_