Obnoxious Paintball Release & Equipment Rental Agreement Form

NOTICE OF RISK

The sport of paintball contains inherent risk that could lead to permanent catastrophic injury, death or property damage and while personal protective equipment and personal discipline will minimize these risks, the possibility of serious injury does exist.

ASSUMPTION OF RISK

UNDERSTANDING AND AGREEING TO THE ABOVE, I HEREBY AGREE TO ASSUME ALL RISKS INVOLVED.

RELEASE FROM LIABILITY

IN CONSIDERATION OF THE USE OF OBNOXIOUS PAINTBALL'S FACILITY, I AGREE NOT TO SUE, TO RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND OBNOXIOUS PAINTBALL & OBNOXIOUS KUSTOMS, INC., ITS OWNERS, AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY, IN ANY WAY RELATED TO MY OR MY CHILD'S USE OF OBNOXIOUS PAINTBALL'S FACILITIES REGARDLESS OF ANY NEGLIGENCE ON THE PART OF THE SAME.

I fully understand that the activity of paintball is physically and mentally demanding. I have read and understand the rules of play and my minor child or I will comply with all rules and regulations while participating in paintball at Obnoxious Paintball. I agree to report all injuries to a Field Referee or other Obnoxious Paintball staff member before leaving the area.

I agree that all disputes arising under this contract shall be litigated exclusively in the Court of Common Pleas of Nassau County, The Town of Hempstead, and New York State. This agreement is governed by the applicable laws of this state. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

RENTAL AGREEMENT

I, the undersigned am renting equipment listed on this sheet **AS IS**, in order to participate in paintball games. I understand that while the equipment is under my possession, I AM SOLELY RESPONSIBLE FOR THE EQUIPMENT RENTED TO ME. I agree that any equipment lost, broken, stolen or damaged in any way or manner at any time, while signed out, rented or loaned to me, for or in my name will be immediately paid for in cash or with a credit card at full replacement cost, as soon as the item(s) is lost, broken, stolen or damaged or on demand by the management of Obnoxious Paintball & Obnoxious Kustoms, Inc.. As a sign of good faith, I hereby promise to take care of all rented equipment and to use rented equipment ONLY in a manner consistent in which it was intended for. I promise to return all equipment in good and same condition prior to leaving this day. I am providing Obnoxious Paintball & Obnoxious Kustoms, Inc. a valid driver's license or a valid credit card, which Obnoxious Paintball & Obnoxious Kustoms, Inc. may retain as long as necessary until ALL INDIVIDUAL OR GROUP EQUIPMENT IS RETURNED AND ACCOUNTED FOR. I further authorize Obnoxious Paintball & Obnoxious Kustoms, Inc. to charge my credit card for the replacement cost(s) of the item(s) plus all other fees incurred such as, but not limited to: shipping, handling, phone charges, etc. All participants are issued a marker with hopper and compressed air tank, mask, and barrel plug.

By purchasing the **OPTIONAL RENTAL BREAKAGE INSURANCE** for the below fee at registration, I understand that any equipment signed out to me that is accidentally broken by me while in my possession is covered and no charges will be assessed to me as long as I gather and return all parts and inform management immediately. Accidental breakage is at the discretion of and will be determined solely by management. OPTIONAL RENTAL BREAKAGE INSURANCE does not cover lost, stolen or misplaced equipment or any personal items or equipment used at this field by any persons at any time. In the event of breakage the credit card on file will be charged for the full price of the replacement rental equipment.

OPTIONAL RENTAL BREAKAGE INSURANCE COST is $10.00. I accept the insurance against accidental breakage of rented equipment as detailed above. _____ Initials.

Marker Serial Number: _____ Marker Model & Description: _____

Name: _____ DOB: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email: _____

Driver's License #: _____ State: _____

Credit Card #: _____ MC Visa Am.Exp. Disc.

Is this your first visit to Obnoxious Paintball? Yes No

_____ _____ _____ _____

Signature of Participant Date Signature of Parent/Guardian (if under 18) Date

(The signature of one parent/guardian, binds both, in reference to this agreement)