

**PARTICIPANT RELEASE of LIABILITY AND ASSUMPTION OF RISK
AGREEMENT**

*****READ BEFORE SIGNING*****

Business Name: **Bigshot Paintball Fields (BPF) Ultimate Sports Consulting, Inc.
(USC)**

14120 SW 142 Street Miami, FL 33186

Participant Name (Print Name): _____ Address _____ City:

State ____ Zip _____ Email _____

In consideration of being allowed into as a spectator or to participate in any way in paintball related events, and activities, the undersigned, acknowledge, appreciate, and agree that 1. The risk of injury from the activities involved in this activity is minor yet significant, including the potential for permanent injury, paralysis, and death.

2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.

3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS** Bigshot Paintball Fields & Ultimate Sports Consulting its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law. **I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.** Insurance fraud is a crime in the State of Florida and is punishable by LAW (Florida Statue 817.234)

As a result of the understanding and appreciation of the great risks involved with these activities, Participant agrees to assume and bears full responsibility and sole liability for any death, bodily injury, or property damage occurring on the Premises or from use of the Paintball Facilities that are incurred by Participant, even if caused in whole or part by the acts, omissions, errors or NEGLIGENCE of BPF, USC or Miami-Dade County and their respective employees, representatives, agents and their representatives, the owners of the Property Miami Dade Parks and the Paintball Facilities, directors, officers, members, agents, contractors, independent contractors, volunteers, tournament judges, officials, other players or persons such as manufacturers of the Equipment, Facilities, Paintball Markers, Tanks, ETC. and anyone else regardless if such persons are related

or not in any manner to BPF, UPC Miami Dade Parks, Miami Dade County.

X _____ X _____ X _____ X
X _____
Participant Signature Birth Date Age Date
Phone

*****FOR PARENTS OR GUARDIANS OF MINOR PARTICIPATING***
(UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law and otherwise not permitted by the law.

X _____ X _____ X _____ X
Parent/Guardian Signature Print Name Date Emergency Phone

Any incident that arises inside the Paintball Fields that requires any form of attention, even as small as a band aid, must be accompanied by an Incident Report furnished by one of the Managers or Representative of BPF, USC, No claim will be acknowledged without an incident report being filled out.

Any false attempts to sue Bigshot Paintball Fields OR Ultimate Sports Consulting Inc. any of its owners, landlords, lessers, lessees, employees, volunteers or any of its known affiliates, will result in a counter law suite for damages.

I further acknowledge that I have been told the rules of the establishment (Bigshot & Ultimate Sports) in English and or Spanish or Creole and I understand the rules and agree to follow the rules as explained. I have read this waiver and understand that I must follow the rules at all times while participating or as a spectator at Bigshot Paintball Fields and Ultimate Sports.

X _____
Participant/Guardian Signature if Minor