

LIABILITY WAIVER AND RELEASE

Participant's Name: _____

Phone: _____

Address: _____

Email: _____

Date of Birth: _____

Name and Phone of Emergency Contact: _____

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE LEGAL RIGHTS INCLUDING THE RIGHT TO SUE APB, LLC D/B/A "ALIEN PAINTBALL"

I, the undersigned, wish to participate in the "Alien Paintball - Games" (the "Games") at Nunnely, Tennessee (the "Location") hosted by APB, LLC, a limited liability company organized under the laws of the State of Tennessee ("Hosting Company").

I wish to participate in the Games at the Location, and hereby assume all risks of engaging in the Games. The "Games" include all recreational activities at the Location. I also hereby hold harmless and release Hosting Company, its members, managers, employees and agents, as well as Thomas Michael Thienel, the owner of the real property where the Games are being conducted, in their individual capacities (collectively, "Indemnites") and indemnify each of them from and against any and all loss, claim, cause of action, lawsuit, damage, liability, cost or expense whatsoever which any of them may incur arising out of or in connection with my participation in the Games at the Location, including but not limited to the shooting paintball guns and being shot at by paintball guns, and any other physical activity at the Location.

I agree that neither I nor any member of my family will sue any Indemnitee because of my participation in the Games or my presence at the Location at any time, and I understand that this Release shall be binding upon my estate, my heirs, next of kin, executors, administrators, representatives, successors and assigns. I specifically waive any claim or right to assert any cause of action or alleged case of action or claim or demand which has, through oversight or error intentionally or unintentionally or through a mutual mistake, been omitted from this Liability Waiver and Release.

I specifically acknowledge and agree that being shot by a paintball gun can cause serious bodily injury including, but not limited to, DEATH OR BLINDNESS.

I further agree and acknowledge that I suffer from no medical condition, heart condition, or illness which may prevent me from participating in the Games or any other physical activity at the Location. Further, I represent and agree and I am not pregnant, and I understand that a pregnant person should not engage in the Games.

I agree that this Liability Waiver and Release shall be governed by the laws of the State of Tennessee, and any action, claim or proceeding under this Liability Waiver and Release shall be commenced exclusively in the courts of Hickman County, Tennessee. This Liability Waiver and Release may not be revoked, terminated or amended verbally.

I HAVE READ AND UNDERSTOOD THIS LIABILITY WAIVER AND RELEASE, AND I AM AWARE THAT BY SIGNING THIS LIABILITY WAIVER AND RELEASE I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MEMBERS OF MY FAMILY, MY HEIRS, NEXT OF KIND, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS MAY HAVE AGAINST HOSTING COMPANY, THE PROPERTY OWNER, MEMBERS, MANAGERS, EMPLOYEES AND AGENTS.

Signed this _____ day of _____, 20____:

Print Name

Signature

SIGNATURE OF PARENT OR GUARDIAN IF PARTICIPANT IS LESS THAN 18 YEARS OLD:

The undersigned irrevocably grants permission and consents to the minor Participant's participation in the Games at the Location described in the foregoing Liability Waiver and Release. The undersigned does further acknowledge that he/she is a parent or legal guardian of the minor child. The undersigned acknowledges and consents his/her full and agreement with all of the terms and conditions in the foregoing Liability Waiver and Release. The undersigned does further individually waive any right to claim compensation or reimbursement for any medical bills and/or expenses incurred by the aforementioned minor child, should said minor child suffer injury or death as a result of the Games described hereinabove.

NAME OF PARTICIPANT: _____

RELATIONSHIP TO PARTICIPANT: _____

SIGNATURE OF PARENT/GUARDIAN: _____

PRINTED NAME OF PARENT/GUARDIAN: _____