



**RELEASE OF LIABILITY AND WAIVER
CAUTION! - READ BEFORE SIGNING**

IN CONSIDERATION of being permitted to participate activities owned and operated by Asylum Xtreme, LLC, d/b/a Paintball Asylum, Xtreme Laser Combat Arena & Xtremenasium (hereinafter "AE"), I fully acknowledge and agree that:

- (a) the risks and dangers exist in my use equipment and my participation in activities;
- (b) my participation in such activities, and/or use of such equipment, may result in injury or illness, including but not limited to, serious bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious injury and/or disability;
- (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of AE; the negligence of the participants, the negligence of others, accidents, breaches of contract, forces of nature, or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; 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, employees of AE, or by any other person.

THE PURPOSE OF THIS RELEASE is to limit AE's liability for any injury I may sustain. It is intended to be so clear and understandable that an ordinary, prudent, and knowledgeable party to it will know what he or she is contracting away; it is meant to be unmistakable. It is AE's express intention to exonerate itself from any and all claims, including NEGLIGENCE.

By signing this document, I intend to release AE from liability for personal injury caused by AE's own conduct, including claims of NEGLIGENCE.

WAIVER OF RIGHTS

On behalf of myself, my personal representatives, my heirs, and my assigns, I hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify AE, and its owners, agents, officers and employees, from any and all claims, including but not limited to, negligence actions seeking damages for bodily injury, intentional misconduct actions seeking damages for bodily injury, property damage, wrongful death, loss of services/consortium, medical expenses, lost wages, pain and suffering, mental anguish, impairment to earn, punitive damages, or other causes of action, which may arise out of my use of paintball equipment or my participation in paintball, laser tag and/or airsoft 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 any other alleged misconduct, of the owners, agents, officers or employees of AE. I fully understand that I am waiving my right to sue AE, and its owners, agents, officers or employees.

MEDICAL PERMISSION AUTHORIZATION

If the participant is of minority age, the undersigned parent or guardian hereby gives permission for AE to authorize emergency medical treatment as may be deemed necessary for the child named below while participating in Trampoline, paintball, laser tag and/or airsoft games.

I HAVE READ THE ABOVE WAIVER AND RELEASE. BY SIGNING IT, I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE ASYLUM XTREME, XTREME LASER COMBAT ARENA, XTREMENASIUM LLC D/B/A PAINTBALL ASYLUM (AE") FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, AND/OR WRONGFUL DEATH CAUSED BY ITS OWN NEGLIGENCE AND ANY OTHER ALLEGED MISCONDUCT. I SIGN THIS DOCUMENT KNOWINGLY, VOLUNTARILY, AND OF MY OWN FREE WILL.

Name Of Minor (under the age of 18)

Name of Parent or Legal Guardian

Signature

Date