

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND
INDEMNITY AGREEMENT (INDEMNITY AGREEMENT)**

In consideration of the permission granted to me to compete and participate in the Activity of Paintball (Activity), I represent that I understand the physical nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate. **I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participating in the Activity.**

I fully understand that this Activity is physically and mentally demanding; this Activity involves risks of permanent catastrophic bodily injury, including permanent disability, paralysis, and death, which may be caused by my own actions or inactions, those of others participating in the event, or the conditions in which the event takes place, and there may be other risks either not known to me or not readily foreseeable at this time.

Understanding and agreeing to the above, I hereby agree to assume all risks involved. I agree not to sue, to release, hold harmless, indemnify, and defend the United States of America, Andrews AFB Outdoor Recreation staff, Non-Appropriated Funds instrumentalities, or any other United States Air Force Agency, organization, its officers, members, agents, or employees (all referred to as “**US Government**” herein) from any and all liability, claims, demands, losses, or damages in any way related to my use of the Andrews AFB Outdoor Recreation facilities. I know, understand, and agree that I am freely assuming the risk of my personal injury or death, as well as any property damage, loss, or destruction that may result while participating in the paintball program, including such injuries, death, damage, loss or destruction as may be caused by the negligence of the US Government.

If I, my heirs, administrators, executors, or assigns should demand, claim, sue, or aid in any way such demand, claim, or suit, I agree for myself, my heirs, administrators, executors, and assigns to indemnify the US Government for all damages, expenses, and costs it may incur as a result thereof.

I also understand and agree that any paintball equipment I am renting is being rented **AS IS** in order to participate in paintball games. I understand that while the equipment is in my possession, **I am solely responsible for the equipment rented to me.** I agree to be held liable for any and all damages or loss to US Government equipment which is caused by my negligence, willful misconduct, dishonesty, or fraud.

Signature of Participant

Date

Printed Name of Participant

Phone Number

Street Address

Signature of Parent, Legal Guardian (if applicable)

City, State, and Zip Code

Printed Name of Parent, Legal Guardian (if applicable)

**RELEASE AND WAIVER OF LIABILITY FOR MINOR PARTICIPANT
(YOUTH WAIVER AGREEMENT)**

Printed Name of Minor Participant

Signature of Minor Participant

I, _____, parent of the above-named minor, do hereby (1) consent for him/her to participate in the Activity of Paintball, (2) agree to all of the terms and provisions of the Indemnity Agreement, have signed it, and do adopt it as my own, and (3) agree to reimburse the US Government for any damages or loss to equipment for which this minor would be liable under the terms of the Indemnity Agreement were he/she over 18 years of age.

Date

Signature of Parent, Legal Guardian