

## Shenanigans of Wisconsin LLC

### Paintball Release Form

In consideration of services to be provided by Shenanigans of Wisconsin, their agent, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SHENANIGANS"), I hereby agree to release, indemnify, and discharge SHENANIGANS on behalf of myself, my spouse, my children, my parents, my heirs, assignees, personal representatives and estate as follows. (Please INITIAL next to each statement and sign below)

1. \_\_\_\_\_ I do not have any pre-existing conditions such as back, neck, leg, or arm injuries.
2. \_\_\_\_\_ I am not pregnant.
3. \_\_\_\_\_ I am at least 18 years of age (or) I am under 18 years of age and my parent or legal guardian is present and is signing the waiver of liability on my behalf.
4. \_\_\_\_\_ I acknowledge that my participation entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or injury to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
5. \_\_\_\_\_ I acknowledge that SHENANIGANS is not responsible for ascertaining my physical fitness or abilities.
6. \_\_\_\_\_ I acknowledge that SHENANIGANS is not responsible for equipment defects or malfunctions.
7. \_\_\_\_\_ I am participating at my own risk. My participation is purely voluntary, and I elect to participate in spite of the risks. I accept and assume all risks and full responsibility for any injuries that I (or my child) may incur while participating in the activities.
8. \_\_\_\_\_ I understand that paintball is an inherently dangerous activity and I hereby fully and forever release and indemnify SHENANIGANS, its employees, owners, officers, agents, and participants, and the owners, participants, and employees of the grounds and establishment wherein paintball is operated, from and against any and all claims, demands, including causes of action, liabilities, damages, losses, negligence or omissions, which arise from or relate to my (or my child's) participation in said activities or that may result in personal injuries or even death arising from my (or my child's) participation. SHENANIGANS SHALL NOT BE LIABLE FOR ANY INJURIES OR DAMAGES THAT THE PARTICIPANT INCURS AS A RESULT OF PARTICIPATION IN THE PAINTBALLING ACTIVITIES.
9. \_\_\_\_\_ Should SHENANIGANS or anyone acting on their behalf, be required to incur attorney's fees or actual costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.
10. \_\_\_\_\_ I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force effect. This agreement shall be governed under the laws of the State of Wisconsin.
11. \_\_\_\_\_ I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I agree to bear the costs of such injury or damage to myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
12. \_\_\_\_\_ I release any/all rights to photographic images and/or videos taken.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SHENANIGANS on the basis of any claims from which I have released them herein. I have had sufficient opportunity to read this entire document, I have read, and understand it, and I agree to be bound by its terms. I HAVE READ AND FULLY UNDERSTAND THE TERMS SET FORTH IN THIS AGREEMENT AND HEREBY SIGN FREELY AND VOLUNTARILY AND HEREBY AGREE TO RELEASE SHENANIGANS FROM ANY AND ALL LIABILITY TO THE GREATEST EXTENT PERMITTED UNDER WISCONSIN LAW.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

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#### Under 18 Years Old

Name of Minor: \_\_\_\_\_ DOB: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_ Relation: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Parent/Guardian Driver's License #: \_\_\_\_\_