ASSUMPTION OF RISK, WAIVER OF LIABILTY, AND INDEMNIFICATION AGREEMENT

This Assumption of Risk, Waiver of Liability, and Indemnification Agreement (the "**Agreement**") is made and entered into by and between Lakeway Paintball LLC ("**Lakeway Paintball**") and the undersigned Participant ("**Participant**"). In consideration of the use of Lakeway Paintball's property, facilities, and equipment ("**Property**"), to play the game of Paintball ("**Use**"), the Participant, its heirs, assigns, and legal representatives do expressly agree to the following:

1. Assumption of Risk.

Participant understands and recognizes that playing Paintball (commonly known and designated as using CO_2 powered guns which shoot dye-filled gelatin to shoot at, and be shot by, other players) involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from: malfunctioning equipment, tripping or falling over obstacles, and the impact of paintballs. Participant recognizes that the participation of playing Paintball could result in injury or death.

Understanding these and other risks, and fully understanding such risks, Participant wishes to Use Lakeway Paintball's Property and hereby assume all the risks of their Use.

2. Certifications.

Participant hereby certifies to Lakeway Paintball that Participant is in good health and does not suffer from a heart condition or other ailment which could be exacerbated by the exertion involved with playing Paintball.

Participant certifies to Lakeway Paintball that Participant is 18 years of age or older, or that Participant is in the care, custody, and control of their Parent or Legal Guardian who is 18 years of age or older.

3. Release and Waiver of Liability.

To the fullest extent permitted by Texas law, Participant hereby RELEASES, WAIVES, DISCHARGES, HOLDS HARMLESS, DEFENDS, AND INDEMNIFIES Lakeway Paintball, its employees, agents, invitees, and licensees from any and all liability, claims, demands, actions, or rights of action, arising out of or in connection with Participant's Use of Lakeway Paintball's Property, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties.

4. Indemnification.

Participant agrees to INDEMNIFY AND HOLD HARMLESS Lakeway Paintball, its employees, agents, invitees, and licensees, from any loss, liability, damage, or costs that may occur as a result of Participant's Use of Lakeway Paintball's Property, including loss, liability, damage, costs, or expenses related to injury caused to any third person as a result of Participant's Use of Lakeway Paintball's Property. This indemnification includes the reasonable attorney's fees and expenses incurred by Lakeway Paintball, its employees, agents, invitees, and licensees in defending any such suit.

5. Damage to Lakeway Paintball's Property.

Participant agrees to reimburse Lakeway Paintball for any damage to Lakeway Paintball's Property caused by or arising out of Participant's Use of Lakeway Paintball's Property.

6. Authorization for Emergency Medical Treatment.

In the event of injury or medical emergency during Participant's Use of Lakeway Paintball's Property, Participant authorizes Lakeway Paintball to seek and obtain necessary medical treatment on Participant's behalf. Participant agrees to INDEMNIFY AND HOLD HARMLESS Lakeway Paintball from any claim by any person whomsoever on account of such care and treatment of Participant.

7. Medical Insurance.

Participant understands and acknowledges that Lakeway Paintball does not carry or maintain health, medical, or disability insurance coverage for Participant. Participant assumes responsibility for such insurance coverage on Participant for anything that occurs through Participant's Use of Lakeway Paintball's Property.

8. Governing Law and Severability.

This Agreement will be interpreted and enforced under Texas law. If any clause, phrase, or word conflicts with Texas law and/or is held invalid, the remainder of this agreement shall remain in full force and effect.

9. Participant's Contact Information.

Participant agrees to provide their, or their Parent of Legal Guardian's, contact information to Lakeway Paintball before Participant's Use of Lakeway Paintball's Property.

_____

Participant/Legal Guardian's Address

_____ _____

Contact Phone # Email Address

[*Signatures on Following Page*]

READ ENTIRE AGREEMENT CAREFULLY BEFORE SIGNING

PARTICIPANT ACKNOWLEDGMENT (IF PARTICIPANT IS OVER 18): PARTICIPANT HAS READ THIS RELEASE, WAIVER OF LIABILTIY, ASSUMPTION OF RISK, AND HOLD HARMLESS AGREEMENT CAREFULLY, FULLY UNDERSTANDS AND VERIFIES THE ACCURACY OF ITS TERMS, AND VOLUNTARILY AGREES TO ITS CONTENTS. THE PARTICIPANT UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, PARTICIPANT IS GIVING UP SUBSTANTIAL RIGHTS, AND THE PARTICIPANT INTENDS HIS OR HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF AND INDEMNIFICATION AGAINST ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

_____ _____

Participant's Signature Date

_____

Printed Name of Participant

PARENT OR GUARDIAN ACKOWLEDGMENT (IF PARTICIPANT IS UNDER 18): I AM THE PARENT OF PARTICPANT, AS SUCH, I AM AUTHORIZED TO ENTER INTO THIS AGREEMENT. I AGREE THAT MY MINOR CHILD AND I ARE BOUND BY AND SUBJECT TO THE TERMS OF THIS AGREEMENT. I HAVE READ THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND HOLD HARMLESS AGREEMENT CAREFULLY, FULLY UNDERSTAND AND VERIFY THE ACCURACY OF ITS TERMS, AND VOLUNTARILY AGREE TO ITS CONTENTS ON BEHALF OF MYSELF AND MY MINOR CHILD. ON BEHALF OF MY MINOR CHILD, I AGREE AND UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM GIVING UP SUBSTANTIAL RIGHTS, AND I INTEND FOR MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF AND INDEMNIFICATION AGAINST ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

_____ _____

Participant's Signature Date

_____

Printed Name of Participant

_____ _____

Signature of Participants Parent or Guardian Date

_____

Printed Name of Parent or Guardian