By signing this form I also agree to abide by rules listed at the bottom of this form:

THIS IS A RELEASE OF LIABILITY - READ BEFORE SIGNING NOTE: THIS FORM MUST BE UNDERSTOOD AND SIGNED BEFORE THE PARTICIPANT IS ALLOWED TO TAKE PART IN ANY PAINTBALL EVENT HOSTED BY E&S HOBBIES, INC.

PLAYERS OVER THE AGE OF 18 PLEASE PROVIDE ID WITH THIS FORM

PARTICIPANT'S NAME_____ DATE OF BIRTH _____

(Please Print)

IN CONSIDERATION of being permitted to participate in any way in the sport and activities of paintball, I acknowledge, appreciate, and agree that:

1. The risk of injury from the activity and weaponry involved in paintball is significant, including the potential for permanent disability and death, and while particular protective equipment and personal discipline will minimize this risk, the risk of serious injury does exist;

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of those persons released from liability below, and assume full responsibility for my participation; and,

3. I understand that the activities of paintball are physically and mentally intense. I understand the rules of play and will comply with all rules and regulations. If I observe any unusual or unnecessary hazard during my participation, I will bring such to the attention of the land owner or game operator as soon as practical; and,

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS FROM LIABILITY: E&S Hobbies Inc., Associates of E&S Hobbies, Inc., Land Owner(s), Any Game planners, Any Game operators, Any other Player, Any event organizer(s), E&S Hobbies, Inc DBA Splattered Woods Paintball, or anyone else that maybe involved with the playing of Paintball at given location ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. Also, I will not commence any legal action against any involved individuals stated above.

5. I UNDERSTAND AND AGREE THAT THIS RELEASE OF LIABILITY AGREEMENT COVERS EACH AND EVERY PAINTBALL ACTIVITY AND EVENT IN WHICH I PARTICIPATE HEREAFTER. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS.

X_____ Date Signed: _____ Phone # (____)____ (Participant's Signature-if over 18)

FOR PARTICIPANTS OF MINORITY AGE

(UNDER AGE 18 AT TIME OF CONSENT)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree not only to his/her release of William Erik Box and all other Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin. Х

Parent/Guardian's Signature

Contact/Emergency Phone #(s)

By signing this form I also agree to abide by the following rules:

- No outside paintballs allowed on field. Must use paintballs provided by E&S Hobbies. •
- Mask must be worn at all times while on the playing field. •
- Safety on gun MUST be ON and barrel cover on end of barrel anytime you are not in play/game. •
- DO NOT pick up ANY paintballs on the ground and put them into your gun-NO EXCEPTIONS! If caught doing this you will not be allowed to continue play.
- DO NOT fire paintball gun outside of field boundaries unless instructed to do so by a referee or employee of E&S.

Failure to follow any of the above rules in addition to the rules given during the briefing before your play time will result in termination of your play time and if necessary you will be asked to leave the facility.