PARTICIPANT AGREEMENT, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION

SECTOR 419 • AIRSOFT & PAINTBALL • NORTHWEST OHIO

Read this document carefully before signing. It is a legal contract that affects your rights, including your right to sue. Every participant must complete and sign this form. A participant under 18 years of age must also have it signed by a parent or legal guardian.

1. PARTICIPANT INFORMATION

Participant name (please print) | Date of birth | Date

Street address | City | State | ZIP

Phone | Email

Emergency contact name | Relationship | Emergency phone

2. ASSUMPTION OF RISK

I understand that airsoft and paintball are physically demanding activities that carry inherent risks which cannot be eliminated regardless of the care taken. These risks include, but are not limited to: being struck by paintballs, BBs, or other projectiles at high velocity; eye, ear, dental, and other facial injury; welts, bruising, abrasions, cuts, and bleeding; slips, trips, and falls on uneven, wet, or wooded terrain; collision with other participants, trees, structures, obstacles, or vehicles; sprains, strains, broken bones, concussion, and other head and spinal injury; equipment failure or misuse; exposure to weather, heat, cold, insects, and wildlife; heart or respiratory events brought on by exertion; permanent disability, paralysis, and death.

I acknowledge that these risks may be caused by my own actions, the actions of other participants, the condition of the premises, the condition of equipment, or the acts or omissions of Sector 419 and its staff, including their negligence. I knowingly and freely assume all such risks, both known and unknown, and I accept personal responsibility for any injury, illness, death, or property loss that results.

3. RELEASE AND WAIVER OF LIABILITY

In consideration of being permitted to enter the premises and participate in activities at Sector 419, I, for myself and on behalf of my heirs, executors, administrators, and assigns, hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Sector 419, its owners, officers, members, employees, referees, volunteers, contractors, agents, affiliates, landowners, lessors, and event sponsors (collectively, the “Released Parties”) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, injury, illness, or death that I may sustain while on the premises or participating in any activity, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, to the fullest extent permitted by Ohio law.

4. INDEMNIFICATION

I agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Released Parties from any loss, liability, damage, cost, or expense, including reasonable attorneys' fees, that they may incur as a result of my presence at or participation in activities at Sector 419, including any claim brought by or on behalf of me, my family, or any third party arising from my conduct.

5. RULES, CONDUCT, AND EJECTION

I agree to read, understand, and obey all posted field rules and all instructions given by referees and staff, including rules governing eye protection, velocity limits, barrel covers, minimum engagement distances, and prohibited equipment. I understand that eye protection meeting the field's standard must remain in place at all times within any area designated as live, and that removing it is grounds for immediate ejection. I understand that Sector 419 may remove me from the premises without refund for unsafe conduct, cheating, intoxication, or abusive behavior, and that no refund is owed if I am ejected or if I choose to stop participating.

6. FITNESS AND MEDICAL AUTHORIZATION

I represent that I am in good physical health and have no medical condition that would make participation unsafe, and that I am not under the influence of alcohol or any drug that impairs my judgment or coordination. I authorize Sector 419 and its staff to arrange emergency medical treatment on my behalf if I am injured and unable to consent, and I accept financial responsibility for the cost of that treatment and any transport. I understand that Sector 419 does not provide medical or accident insurance for participants.

Allergies, medical conditions, or medications staff should know about (write "none" if none)

7. PHOTOGRAPH AND MEDIA RELEASE

I grant Sector 419 permission to photograph and record me on the premises and to use those images and recordings for promotional purposes without compensation, unless I check the box below.

☐ **I do NOT consent to the use of my image or likeness for promotional purposes.**

8. GENERAL TERMS

This agreement is governed by the laws of the State of Ohio, and any dispute shall be brought in a court of competent jurisdiction in Allen County, Ohio. If any portion of this agreement is held invalid or unenforceable, the remainder shall continue in full force and effect. This agreement remains in effect for all visits I make to Sector 419 until I revoke it in writing. I confirm that I have read this entire document, that I understand it, that I have had the opportunity to ask questions about it, and that I am signing it freely and voluntarily.

9. PARTICIPANT SIGNATURE

Participant signature | Printed name | Date

10. PARENT OR LEGAL GUARDIAN — REQUIRED FOR ANY PARTICIPANT UNDER 18

I am the parent or legal guardian of the minor named above. I have read and understood this entire agreement. I consent to the minor's participation, and I agree to all of its terms on my own behalf and on behalf of the minor, including the assumption of risk, the release of liability, and the indemnification provisions. I further agree to indemnify and hold harmless the Released Parties from any claim brought by or on behalf of the minor. I authorize emergency medical treatment for the minor if I cannot be reached, and I accept financial responsibility for that treatment.

Parent or guardian signature | Printed name | Date

Relationship to minor | Phone | Will an adult remain on site? (circle) YES / NO

Office use only Date received _____ Staff initials _____ Wristband / ID _____

[TEMPLATE — have this form reviewed and approved by your attorney and your insurance carrier before you put it in front of a customer, then delete this line.]