

## WAIVER OF LIABILITY

In consideration of ODYSSEY FUN WORLD furnishing services and/or equipment to enable me to participate in entertainment activities, including but not limited to paintball games, I agree as follows:

I fully understand and acknowledge that: (A) risks and dangers exist in my use of Paintball equipment and my participation in Paintball activities; (B) my participation in such activities and/or of such equipment may result in injury or illness including, but now limited to, bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability; (C) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of ODYSSEY FUN WORLD; the negligence of the participants, the negligence of others, accident, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (D) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of ODYSSEY FUN WORLD, or by any other person.

I, on behalf of myself, my personal representative and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify ODYSSEY FUN WORLD and its owners, agents, officers and employees from any and all claims, action or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Paintball equipment and my participation in Paintball activities or other activities at ODYSSEY FUN WORLD. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for negligent acts or other conduct by the owners, agents, officers, or employees of ODYSSEY FUN WORLD.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE **ODYSSEY FUN WORLD** FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Name (Please Print): \_\_\_\_\_ Birth Date \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(If Under 18) Parent/guardians Name (Please Print): \_\_\_\_\_

Parent/guardians signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (    ) \_\_\_\_\_ E-Mail \_\_\_\_\_