

# Release of Liability

IN CONSIDERATION of being given the opportunity to participate in Paintzone Paintball at YMCA Camp Kern, I, on behalf of myself, my personal representatives, assigns, heirs, and next of kin:

1. I ACKNOWLEDGE, agreed, and represent that I understand the nature and rigors of, and the risks involved in participation in, Paintzone at YMCA Camp Kern (the "Activity"), as explained in the 'YMCA Brochure on Paintzone' (the "Brochure"), a copy of which I have received and read, and that I am qualified, in good health, and in proper physical condition to participate in such Activity, and that I have elected to participate in spite of the risks set forth below, and that I am not currently under the influence of alcohol, illegal drugs, or impairing legal drugs.

**INITIAL HERE:** \_\_\_\_\_

2. I UNDERSTAND that: (a) PAINTZONE PAINTBALL INVOLVE RISKS AND DANGERS of (1) serious bodily injuries, including scrapes, bruises, snake and/or insect bites and stings, broken bones, sprains, neurological damage, and in extraordinary cases, death; and/or (2) emotional risks, including hurt feelings, panic, and psychological trauma (e.g. fear of heights); (b) these Risks and Dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasee named below; (c) there may be other risks or social or economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS, DANGERS, AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity. I CONSENT to the use of my images in photos, video, audio recording, and film of my participation in the Activity for marketing, educational, or other purposes. **INITIAL HERE:** \_\_\_\_\_

3. I HEREBY RELEASE, discharge, and covenant not to sue the YMCA, its administrators, directors, agents, officers, volunteers, employees, or sponsors, advertisers, and if applicable, owners or lessors of the premises on which the Activity takes place (each considered one of the Releasees herein), from all liability, claims, demands, losses, or damages caused or alleged to be caused in whole or in part by the actions or negligence of the Releasee(s) or otherwise, including rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of the risk, and indemnity agreement, I or anyone on my behalf, makes a claim against any Releasee(s), I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost that any Releasee may incur as a result of such claim, to the fullest extent permitted by law. **INITIAL HERE:** \_\_\_\_\_

4. I GIVE PERMISSION to YMCA Camp Kern to take photographs and/or audio/video recordings of me / my child and to use them for educational, professional and publicity purposes for YMCA Camp Kern and the YMCA of Greater Dayton. **INITIAL HERE:** \_\_\_\_\_

I HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL

LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS RELEASE

IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL REMAIN IN FULL FORCE AND EFFECT. I FURTHER AGREE THAT ANY DISPUTES, CLAIMS, DEMANDS, DAMAGES, OR LOSSES ARISING FROM THE ACTIVITY WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO, AND BE SUBJECT TO THE EXCLUSIVE, MANDATORY JURISDICTION OF THE WARREN COUNTY, OHIO COURTS.

## PARTICIPANT CONSENT

**Name:** \_\_\_\_\_

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

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

**Email Address:** \_\_\_\_\_

**Age:** \_\_\_\_\_ **Height:** \_\_\_\_\_ **Weight:** \_\_\_\_\_

**Relevant Medical Conditions:** \_\_\_\_\_

**Signature / Date:** \_\_\_\_\_ / \_\_\_\_\_

## PARENTAL CONSENT

**(If participant is under the age of 18 – must be Notarized)**

AND I, the minor's parent and/or legal guardian, understand the nature of the Paintzone Paintball at YMCA Camp Kern, and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or costs incurred as a result of any such claim, to the fullest extent permitted by law.

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

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

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

**Signature / Date:** \_\_\_\_\_ / \_\_\_\_\_

IF PARTICIPANT IS UNDER 18 AND PARENT OR LEGAL GUARDIAN IS NOT PRESENT AT CHECK-IN THE FOLLOWING MUST BE COMPLETED:

**(This portion to be completed by Notary Public)**

Sworn before me and subscribed in my presence this:

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Notary Expiration)

\_\_\_\_\_  
(Notary – please print name and affix seal / stamp).

**Brochure on Paintzone:**

Paintzone Paintball at YMCA Camp Kern program provides opportunities for environmental education and adventure recreation.

Each Game of Paintball contains the following Elements:

1. Location: Wooded area with no set trails or marked paths.
2. Games: The shooting of paintballs at other players, running, walking, crawling, jumping, climbing over obstacles and ducking. Being hit / shot multiple times with paintball from paintguns. Participants will be challenged to grapple with such issues as confronting a fear of being shot, difficulty taking first steps, and the risks of accepting new challenges.

Paintzone at YMCA Camp Kern operates under a “Challenge by Choice” philosophy, where each participant decides how hard to challenge himself or herself and which Elements to participate in.

Generally, each game will be limited to a maximum size of group of six (6) to thirty (30) participants with two referees. The referees are trained to assist participants in achieving their desired educational and recreational outcomes, and will closely monitor the progress of each participant throughout the match. All equipment will be fitted and checked by guides. Those who elect to participate in the Paintzone Paintball must be prepared to accept a high degree of physical and emotional challenge on obstacles that will test their strength, stamina, and courage.

**Health Recommendations and Physical Requirements:**

- Guests should be prepared for some light physical activity. Matches include walking, running, climbing and crawling short distances over uneven and wooded terrain.
- Must be able to lift 15 lbs.
- Matches are not recommended for anyone who may have a heart condition, neck/back problems, or other medical concerns.
- Not recommended for pregnant women.
- There is no smoking, alcohol, or drug use permitted at anytime prior to or throughout the match.
- Paintzone at YMCA Camp Kern is not obligated to complete a match if participants are found to be endangering the safety of themselves, others, or the environment. Refunds will not be given in these situations.

Those with heart conditions or high blood pressure should consult a physician. Those who have a healing fracture or joint and those who have received a liver or kidney transplant should consult a physician. Participants should be prepared for light physical exertion, such as negotiating a wooded area, light hiking, running and crawling / ducking. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, arthritis, tendonitis, and other joint and musculoskeletal problems may all impair the safety and well-being of participants in the matches, as may other medical and psychological and psychiatric problems. All such conditions may increase the inherent risks of the experience and cause the Participant to be a danger to himself/herself or others. Participants with underlying medical problems that put them at greater risk of injury or illness during a paintball activity and must carefully consider those risks before choosing to participate, and they must fully inform tour staff *in writing* prior to the beginning of the match. Provider reserves the right to exclude any applicant from participation, for medical, safety, or other reasons.

**Inherent and Other Risks:**

Serious injuries are uncommon, but the risk of injury certainly exists, by reason of being shot by paintballs, falls, contact with other participants or fixed objects, moving about the grounds on which the activities are initiated and conducted, and otherwise. A number of risks are inherent to the activities. These are risks that cannot be eliminated without changing the essential nature and educational and other values of the activities.

Provider may refuse participation in the Paintzone at YMCA Camp Kern program to any person that its owners, agents, or employees deem a hazard to themselves or to others. Provider may alter its published or announced requirements for participation in the activity and for use of its property at any time and for any reasons that it may deem appropriate.

By initialing below, you acknowledge that you have read, understand, and agree to the terms set forth above:

**Participant**

Initial \_\_\_\_\_

**Parental Consent**

(If Participant is under the age of 18)

Initial of Parent/Guardian:

\_\_\_\_\_