WAIVER AND RELEASE OF LIABILITY – ASSUMPTION OF RISK AGREEMENT

In Consideration of my being permitted to participate in paintball and related activities ("Paintball"), I hereby acknowledge and assume all risks of injuries associated with and arising from my participation in Paintball, which risks include the potential for serious injury, permanent disability and death. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, and I agree to INDEMNIFY AND FOREVER HOLD HARMLESS Ellen's Amusement Center, Inc., its owners, operators, officers, directors ,employees and it's landlord(s) (individually and collectively "Releasees"), for any injuries or damages whatsoever I sustain arising from my participation in Paintball, whether caused by the negligence of the Releasees, other Paintball participants, or otherwise. I further agree and understand that I am NOT TO REMOVE THE PROTECTIVE FACE MASK while on the playing field or the surrounding area, and I understand that removing the protective face mask while on the playing field or surrounding area may result in permanent loss of eye sight or other serious injury.

I have read and understand this Waiver and Release of Liability – Assumption of Risk Agreement ("Agreement"), and that the terms of this Agreement cannot be modified orally by anyone.

_____ Age_____ _____

Participant's Signature Date

_____ _____ _____

Participant's Printed Name Address Phone Number

In the event the Participant is a minor under the age of eighteen, then this Release must be signed by a parent or legal guardian. Participant must be at least ten (10) years old to participate in Paintball.

I hereby certify that I am the parent or guardian of the above minor Participant, who is over the age of ten, and I have read and fully understand all of the terms of the foregoing Agreement, and I hereby give my consent and agree to all of the terms of the Agreement, including Participant's release and indemnity of Ellen's Amusement Center, Inc. and all the other Releasees. I also release and indemnify Ellen's Amusement Center, Inc. and all the other Releasees from any and all liabilities whatsoever in any way arising from or related to Participant's involvement in Paintball.

_____ _____ _____

Parent/Guardian Signature of Consent Date Minor Participant's Date of Birth

_____

Parent/Guardian Printed Name