



Mentor - Pro-Shop & Office **Chardon - Playing Fields** **Strongsville - Pro-Shop**
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 www.PinnacleWoodsPaintball.com

No. _____
 Expires: _____

PLEASE PRINT PLEASE PRINT PLEASE PRINT
PARENT/GUARDIAN PERMISSION TO PLAY THE GAME WAIVER, RELEASE, AND HOLD HARMLESS AGREEMENT

This agreement made this _____ (_____) day of _____, 2007, by and between
 _____ **Day of Week** _____ **Day** _____ **Month**

hereinafter referred to as the Guardian(s) residing at:

_____ **Natural Parent or Legal Guardian**

_____, and
 _____ **Address** _____ **City** _____ **State** _____ **Zip** _____ **Phone Number**
 Pinnacle Woods Paintball, located at 8752 East Avenue, Mentor, Ohio 44060 Witnesseth:

WHEREAS the Guardian(s) are (natural parent(s) or (legal guardian(s) and are responsible for the acts of _____
 _____ **Circle One** _____ **Son or Daughters Name**

_____ **Address If Different Than Above** _____ **City** _____ **State** _____ **Zip** _____ **Phone Number**
 hereinafter referred to as the Player, whose date of birth is _____ and Social Security Number is _____
 and Pinnacle Woods Paintball. _____ **Date of Birth** _____ **SS Number**

WHEREAS the Guardian(s) desire(s) to grant the Player permission to play the Game conducted at Pinnacle Woods Paintball; and
 WHEREAS the Guardian(s) have read the *Application to Play the Paintball Game, Waiver of Liability and Assumption of Risk* form hereinafter referred to as the Application to Play; and have been invited by Pinnacle Woods Paintball to inspect the Game site and the conduct of the game; and the Guardian(s) recognize and understand that playing involves running certain risks as expressed in the application to play; and

ARTICLE I: Permission to Play the Game

WHEREAS the Guardian(s) despite these and other risks, and fully understanding and conveying these risks to the Player, do hereby grant the Player permission to play the game conditioned upon the Player abiding by the rules as set forth by Pinnacle Woods Paintball. This permission to play the game granted in this Article I shall be effective until the Player reaches 18 years of age, unless earlier rescinded, from the date above first written. Article I, "Permission to Play the Game" may be rescinded by either party upon ten (10) days written notice to the other party(s). Now, therefore, the Guardian(s), in consideration of Pinnacle Woods Paintball permitting the Player to play the game, the receipt of which is hereby acknowledged, do hereby covenant and agree on behalf of the Player and themselves, their heirs, executors, administrators, successors and assigns as follows:

ARTICLE II: Hold Harmless Agreement

The Guardian(s) on behalf of the Player hereby assume entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, including the Player or otherwise and to all property, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with the Player in preparation, instruction, viewing of playing the Game, whether or not conducted by the sponsor, and if any person including the Player shall make a claim for any such damage or injury (including death resulting therefrom), whether such claim be based upon Pinnacle Woods Paintball, TAC, or its agents, servants, or employees' alleged sole active or passive negligence of participation in the wrong; or upon any alleged break of any statutory duty or obligation on the part of Pinnacle Woods Paintball, TAC, or its agents, servants, or employees, the Guardian(s) agree(s) to indemnify and save harmless Pinnacle Woods Paintball, TAC, its agents, servants and employees and other game players from and against any and all loss, expense, damage or injury that the Player, Pinnacle Woods Paintball, TAC, its agents, servants, or employees, or other game players may sustain as the result of any such claim and the Guardian(s) agree(s) to assume on behalf of the Player, Pinnacle Woods Paintball, TAC his insurers or his agents, or employees, the defense of any action at law or equity which may be brought against Pinnacle Woods Paintball, TAC, his insurers, or his agents, servants, or employees upon such claim and to pay all costs and expenses of whatever nature resulting therefrom and connection therewith, and to pay on behalf of Pinnacle Woods Paintball, TAC, his insurer and/or his agents, servants or employees upon their demand, the amount of any judgment that may be entered against Pinnacle Woods Paintball, TAC, his insurer, and/or his agents, servants or employees in any such action. This Article II, "Hold Harmless Agreement", shall continue in effect notwithstanding the fact the "Permission to Play the Game" under Article I of this agreement may have expired or been rescinded or that the Player no longer plays the Game.

In witness here of the parties hereto have executed this agreement the day and year first above written.

Executed under seal: _____ of Players Name _____
 _____ **Sign in front of a Notary Public or Pinnacle Woods Employee** _____ **Player receiving permission to play**

Subscribed and sworn to me this _____ Witnessed : _____
 _____ (day) of _____, 2007 _____ *By Representative of Pinnacle Woods Paintball only if form is not notarized.*

Notary Seal _____ Accepted: **Pinnacle Woods Paintball**
 Notary Public: My Commission Expires _____ Signed : _____
 _____ *By a representative of Pinnacle Woods Paintball*

Note: "TAC" refers to Tactical Airsoft of Cleveland, AirsoftCleveland, airsoftcleveland.com