

MSG PAINTBALL FIELD WAIVER

MSG Paintball Field = MSG

PHONE: (845)457-4678

RELEASE OF LIABILITY AND PHOTOGRAPHY RELEASE WAIVER

READ CAREFULLY

In consideration of MSG furnishings services and/or equipment to enable me to participate in 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 ; (b) my participation in such activities and/or use of such equipment may result in my injury or illness including but not limited to bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury blindness, heat stroke, heart attack, death or other negligence of the owners, employees, officers, or agents of MSG; the negligence of the participants, the negligence of others, accidents, 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 or in part by the negligence or other conduct of the owners, agents, officers, employees of MSG, or by any other person.

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

MEDICAL PERMISSION AUTHORIZATION

If the participant is of minority age, the undersigned parent or guardian hereby give permission for MSG to authorize emergency medical treatment as may be deemed necessary for the child named below while participating in paintball games.

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

PRINT PLAYER NAME

AGE

DATE OF BIRTH

SIGNATURE OF PLAYER

PHONE NUMBER

STREET ADDRESS

CITY, STATE, ZIP CODE

SIGNATURE OF PARENT/GUARDIAN

DATE SIGNED

(REQUIRED IF PLAYER IS UNDER 18 YEARS OLD)

OFFICE USE ONLY:

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission from Montgomery Sporting Goods & Paintball to be upon the leased premises (hereinafter the "Activity or Activities") of Blue Sky Polo Club LLC and Blue Sky Realty Holding Company, Inc., (hereinafter the "premises") I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities.
3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children for whom I have the capacity to contract) BLUE SKY POLO CLUB REALTY HOLDING LLC, BLUE SKY POLO CLUB LLC, THE PET CAMP, INC. CHARLES F. ELMES, JR., and CHARLES F. ELMES, JR. REVOCABLE LIVING TRUST, their owners, members, shareholders, officers, directors, managers, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result of my being on the premises and participating in the Activities.
4. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, to my infection or the infection of any child for whom I am contracting, from COVID-19 or any other illness or injury.
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any and all of my assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of New York. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this day _____

Date

SIGNATURE: _____

PRINT NAME: _____

NAMES OF MINOR CHILD(REN) FOR WHOM SIGNING: _____
