

**SKYTOP LODGE CORPORATION also d/b/a SKYTOP LODGE**  
**(hereafter referred to as "Skytop Lodge")**  
**RELEASE OF LIABILITY—PAINTBALL**  
**Release for use of premises, and facilities, Paintball**  
**and rental or use of equipment**

I understand that paintball is a dangerous activity with inherent risks. These risks include, but are not limited to: Variations in the steepness and condition of the terrain on which games are conducted, collisions with obstacles rocks, trees and other forms of forest growth or debris, boundary markers, fencing, ropes, other forms of man-made or natural obstacles, visible or hidden, or other participants, bruising, welts or other injury to the person caused by the paintball ammunition, The risk of injury from the activity and markers involved in paintball is significant, including the potential for permanent disability and death, and while particular protective equipment and personal discipline will minimize this risk, the risk of serious injury does exist. All the inherent risks of paintball present the risk of serious and/or fatal injury that does exist in this sport. **I hereby acknowledge, accept, and assume all risks of injury or death that do exist in the sport of paintball while using the premises or facilities of Skytop Lodge.**

- I accept for use, as is, the equipment that I am using or renting from Skytop Lodge. I understand the risks associated with the use of this equipment, and **I agree to assume and accept any and all risks of injury or death while using this equipment.** I have been offered instruction by an employee of Skytop Lodge in the operation of the equipment that I am given or that I rent. I have made no misrepresentation to Skytop Lodge about my name, address, age, weight, height or other information.
  
- **In consideration of using Skytop Lodge's facilities or premises, and/or equipment, I agree not to sue Skytop Lodge Corporation also d/b/a Skytop Lodge or their employees or agents if I am hurt while using any of the foregoing. I accept full responsibility for any and all damages or injury to myself, or injury or damage that I cause to others. I release and agree to hold harmless and indemnify Skytop Lodge Corporation also d/b/a Skytop Lodge and its owners, agents, and employees from and for all liability, including claims of negligence, for damages or injury to myself or to any other persons for personal injury or property damage:**
  - .... that occurs as a result of, or related to, my use of Skytop Lodge's facilities or premises, and/or equipment
  - ... that is related to instruction I receive about paintball, or to the selection, adjustment, or maintenance of the equipment that I am renting or using.
  - .... that occurs while I am engaged in these sports activities.

**By signing this agreement I agree to the following provisions:**

- Players must be at least 10 years of age
- No alcohol or illegal drugs allowed
- Profanity is not allowed (on the field or in the staging areas)
- All players must remain within boundaries to remain in play. If a player goes out of bounds, they will be eliminated from the game.
- Barriers and obstacles are not to be moved or modified in any way.
- If for any reason your gun is not working and you are not sure of the problem alert a referee and they will assist you.
- Do not pick up paintballs off the ground, they ruin the guns. Do not over fill your ammo loader.
- Do not lay rental equipment on the ground.
- Remember it is only a game - keep your sense of humor, play fair, have fun. If someone is doing something they shouldn't, report it to the staff so they can check into it.
- Players are subject to ejection from the fields for the following reasons: Removing or lifting goggle/face mask system after first warning, Any fighting with other players or referees, Failure to play in a safe manner, Blind shooting (shooting without looking) after first warning.

In Witness Whereof, and intending to be legally bound hereby, the undersigned hereunto sets his/her/their hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Print Name \_\_\_\_\_ Room # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Signature of Patron \_\_\_\_\_ Date \_\_\_\_\_

Parent's signature (if user is under age 18) \_\_\_\_\_ Date \_\_\_\_\_