

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In Consideration of the services of Horn's Creek NOC Resort Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "HCNOC") I hereby agree to release, indemnify, and discharge HCNOC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative., and estate as follows:

1. I acknowledge that outdoor adventure based activities such as ropes or challenge course activities or water based recreational activities entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks Include, among other things: This program is based on the "challenge by choice" principle. At any time you and/or your group are free to withdraw from participation in ropes course activities and its potential for: slips and falls and falling; rope burns; accidental drowning, pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or stings, allergies, and associated diseases.

Furthermore, HCNOC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate fully aware of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HCNOC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of HCNOC's equipment or facilities, including any such claims which allege negligent acts or omissions of HCNOC.
4. Should HCNOC or anyone acting on their behalf, be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I assume the risk of any medical or physical conditions I may have.
6. In the event that I or my representative files a lawsuit against HCNOC, I agree to do so solely in the state of Tennessee, and I further agree that the substantive law of Tennessee shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against HCNOC on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ I _____ Print Name _____

Address _____, _____, _____

Phone _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by HCNOC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless HCNOC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____

NATIONAL SPORTS ENTERTAINMENT & RECREATION ASSOCIATION

Industry Insurance Programs

• www.nsera.com/paintball

Horn's Creek NOC Resort Inc. = HCNOG

Phone: (800) 864-2856

READ CAREFULLY

WAIVER AND RELEASE OF LIABILITY

In consideration of HCNOG furnishing 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 activities; (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 ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of HCNOG; 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 in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of HCNOG, 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 HCNOG and it's 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 the future for the negligent acts or other conduct by the owners, agents, officers or employees of HCNOG. This waiver is good through 3/1/2014.

MEDICAL PERMISSION AUTHORIZATION

If the participant is of minority age, the undersigned parent or guardian hereby gives permission for HCNOG 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 HCNOG FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Print Name

Age

Date of Birth

Phone

Signature

Address

City, State Zip

Signature of Parent/Guardian (if less than 18 years old)

E-mail

Date: _____