

MID-AMERICA FESTIVALS / TRAIL OF TERROR WAIVER & RELEASE AGREEMENT

ACTIVITY: ZOMBIE PAINTBALL

THIS IS a RELEASE OF LIABILITY

FORM MUST BE READ AND SIGNED BEFORE YOU ARE ALLOWED TO TAKE PART IN THIS ACTIVITY.

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in this Activity, and for other good and valuable consideration, I hereby agree to release and discharge from any and all liability Mid-America Festivals, Inc, d/b/a Trail of Terror and companies with substantially the same ownership and or management team and their owners, directors, officers, employees, agents, volunteers, guests, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Released Parties"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate for any damages including, but not limited to, injury, loss of life, damage to property, and/or loss of property, resulting from my participation or observation of this Activity absent a finding that a Released Party knowingly and intentionally sought to cause harm.

I also agree as follows:

1. I acknowledge that this Activity involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to: bruises; injuries caused by falls or collisions with objects, other participants, or uneven surfaces; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated.
2. I expressly accept and assume all of the risks inherent in this Activity or that might have been caused by the negligence of the Released Parties. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that Activity conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Released Parties 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 the equipment or facilities, whether or not the claims arise from negligence. This release does not apply to claims arising from intentional conduct with the purpose of causing injury. Should Released Parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs, and will reimburse Released Parties for any fees and costs within 15 days of the receipt of invoice .
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this Activity, and agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity and I am hereby willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the State where the venue for the Activity is located, and agree that the substantive law of that State shall apply. I further agree that the non-prevailing party in any lawsuit will pay all court costs and expenses incurred by the prevailing party including, but not limited to, reasonable attorney fees.
6. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. I agree that this is the entire Agreement between the parties and I am not and will not rely on any other written or oral representations.
8. By signing this Waiver and Release Agreement, I agree that if I am hurt or my property is damaged during my participation in this Activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire Agreement and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this Activity is not made available to me at this venue if I were to choose not to sign this Release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms. I am 18 years old or older.

Signature of participant: _____ Print Name: _____ Date: _____ Phone # _____

* * * **IF PARTICIPANT UNDER THE AGE OF 18:** * * *

PARENT OR GUARDIAN ADDITIONAL AGREEMENT

In consideration of the above participant being permitted to participate in this Activity, I further agree to indemnify and hold harmless Released Parties from any and all claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.:

Signature of participant: _____ Print Name : _____ Date: _____ Phone # _____