

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT FOR MINORS PARTICIPATING IN SPEC OPS' ELITE WEEKEND

IN CONSIDERATION of being permitted to participate, compete, observe, officiate, work for, or participate in any way in the Spec Ops Elite Weekend (the "Event") or being permitted to enter for any purpose any Restricted Area (defined as any area requiring special authorization, credentials, or permission to enter or any area which admission by the general public is restricted or prohibited including but not limited to the competition area), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs and next of kin, signs this Waiver and Release of Liability and Indemnity Agreement for Minors Participating in Spec Ops' Elite Weekend ("Agreement") and agrees as follows:

1. THE MINOR AND PARENT OR GUARDIAN WILL IMMEDIATELY INSPECT the Restricted Area upon entering it and warrants that their entry therein and/or the minor's Event participation constitutes an acknowledgement that they have inspected the Restricted Area and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at any time in the Restricted Area they believe something is unsafe, it will be immediately brought to the attention of a Spec Ops official and they will remove themselves from the Restricted Area and the minor will withdraw from participation in the Event.
2. THE MINOR AND PARENT OR GUARDIAN HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to the negligence of Releasees (as identified below) or otherwise, while in or upon the Restricted Area for any purpose including competing, officiating, observing, working, or participating in the Event. The undersigned recognize and understand that there are risks and dangers associated with participation in the Event and admission within the Restricted Area that could cause severe bodily injury, paralysis, permanent disability, and/or death. Further, the risks and dangers may be caused by the negligent actions and/or negligent failure to act of the Releasees and others. All of the risks and dangers associated with participating in the Event and entry into the Restricted Area are assumed notwithstanding. The parent or guardian and the minor agree to follow all Event rules.
3. THE MINOR AND PARENT OR GUARDIAN RELEASE, WAIVE, DISCHARGE AND COVENENT NOT TO SUE Tigerstripe Paintball, LLC, Special Ops Holding, LLC, employees, promoters, sponsors, participants, players, referees, land owners, advertisers, rescue personnel, any persons in any Restricted Area, event inspectors, observers, surveyors, underwriters, brokers, consultants and others who give recommendations, directions, or instructions, or engage in risk evaluation or loss control activities regarding the premises or Event and for each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," from all liability to ourselves, the undersigneds, our personal representatives, assigns, executors, heirs, and next of kin for any and all claims, demands, losses or damages of the minor and/or parent or guardian on account of any injury, including, but not limited to the death of the parent, guardian or minor or damage to property, caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise.
4. THE PARENT AND/OR GUARDIAN HEREBY AGREES TO INDEMNIFY and save and hold harmless, the Releasees and each of them from any loss, claim, liability, damage, or cost that may occur due to the presence of the parent, the guardian, or the minor in the Restricted Area, or in any way while participating in the Event and whether caused by the negligence of the Releasees or otherwise. The parent and/or guardian further recognize and agree that they are executing this Agreement on behalf of themselves and on behalf of the minor.
5. THE UNDERSIGNED HEREBY agree that this Waiver and Release of Liability and Indemnity Agreement for Minors Participating in Spec Ops' Elite Weekend EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State of Utah and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6. THE UNDERSIGNED ACKNOWLEDGES that the minor is free from any illness, injury or condition that would limit any and all participation in the Event. The undersigned warrants that the Releasees have been notified of any medication that the minor may be taking that may interfere with the minor's participation in the Event. The undersigned further acknowledges that the minor is covered under a medical insurance policy and that the undersigned will be fully responsible for any medical expenses not covered by insurance that may result from the minor's participation in the Event. The undersigned understands that the Releasees do not have medical personnel available for the Event, and understands and agrees that the Releasees are granted permission to authorize emergency medical treatment for the minor, if necessary, and that such action by the Releasees shall be subject to the terms of this Agreement. The undersigned further understands and agrees that the Releasees assume no responsibility for any injury or damage that may arise out of or in connection with such authorized emergency medical treatment.

7. THE UNDERSIGNED ACKNOWLEDGES and agrees that this Agreement shall be construed in accordance with the laws of the State of Utah. The courts in Salt Lake County, State of Utah, shall be the forum for any action, lawsuit, or claim filed under or incident to this Agreement.

8. IN SIGNING THIS AGREEMENT, the undersigned acknowledge and represent that the undersigned have become fully informed of the content of this Agreement by reading it before signing it, and by signing this Agreement confirm that no oral representations or other inducements, apart from this written statement, have been made. It is the undersigned's express intent that this Agreement shall bind the minor, the members of the undersigned's family and spouse (if any), the undersigned's estate, heirs, administrators, personal representatives, and assigns.

THE MINOR AND PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THIS AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP.

I HAVE READ THIS RELEASE

Parent or Guardian (Signature/Relationship)

Date

Printed Name of Parent or Guardian 1. _____

I HAVE READ THIS RELEASE

Parent or Guardian (Signature/Relationship)

Date

Printed Name of Parent or Guardian 2. _____

Signature and Printed Name of Participant/Minor: **I HAVE READ THIS RELEASE**

Signature

Printed Name

Date