

**RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
MEDIA CONSENT AND RELEASE AGREEMENT**

IN CONSIDERATION OF PARTICIPATING IN THE SPORT OF PAINTBALL / LASER TAG AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, I HEREBY AGREE TO RELEASE AND DISCHARGE FROM LIABILITY OUTSKIRTS ADVENTURES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY D/B/A URBAN WARFARE AND IT'S MEMBERS, MANAGERS, EMPLOYEES, AGENTS VOLUNTEERS, PARTICIPANTS AND ALL OTHER PERSONS ACTING ON THEIR BEHALF (HEREINAFTER COLLECTIVELY REFERRED TO AS "RELEASEES") ON BEHALF OF MYSELF AND MY HEIRS, SUCCESSORS AND ASSIGNS, PERSONAL REPRESENTATIVES AND ESTATE, AND FURTHER AGREE AS FOLLOWS:

1. I ACKNOWLEDGE THAT THE SPORT OF PAINTBALL / LASER TAG INVOLVES KNOWN AND UNANTICIPATED RISKS WHICH COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, OR PERMANENT DISABILITY, DEATH, AND PROPERTY DAMAGE. RISKS INCLUDE, BUT NOT LIMITED TO: BLINDNESS, BRUISES, OR OTHER INJURIES CAUSED BY MARKERS, INJURIES CAUSED BY FALLS OR COLLISIONS WITH OBJECTS, OR 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, DESPITE THE USE OF SAFELY EQUIPMENT WITHOUT JEOPARDIZING THE ESSENTIAL QUALITIES OF THE ACTIVITY.
2. I EXPRESSLY ACCEPT AND ASSUME ALL THE RISKS IN THIS ACTIVITY OR THAT MIGHT HAVE BEEN CAUSED BY THE RELEASEES. 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 EVENT 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 (AGAINST FIRST AND THIRD-PARTY CLAIMS) AND HOLD HARMLESS RELEASEES FROM ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION WHICH ARE IN ANY WAY CONNECTED WITH PARTICIPATION IN THIS ACTIVITY, OR MY USE OF THEIR EQUIPMENT OR FACILITIES. SHOULD RELEASEES OR ANYONE ACTING ON THEIR BEHALF BE REQUIRED TO INCUR ATTORNEY'S FEES AND COST TO ENFORCE THIS AGREEMENT OR ANY PORTION THEREOF, I AGREE TO INDEMNIFY AND HOLD THEM HARMLESS FOR ALL SUCH ATTORNEY FEES AND COSTS, INCLUDING EXPERT WITNESS COSTS.
4. I REPRESENT THAT I HAVE ADEQUATE INSURANCE TO COVER ANY INJURY OR DAMAGE THAT I MAY SUFFER OR CAUSED WHILE PARTICIPATING IN THIS ACTIVITY, OR ELSE I AGREE TO BEAR THE COSTS OF SUCH INJURY OR DAMAGES MYSELF. I FURTHER REPRESENT THAT I HAVE NO MEDICAL OR PHYSICAL CONDITION WHICH COULD INTERFERE WITH SAFETY IN THIS ACTIVITY, OR I AM WILLING TO ASSUME AND BEAR THE COSTS OF ALL RISKS THAT MAY BE CREATED, DIRECTLY OR INDIRECTLY BY ANY SUCH CONDITION.
5. I HERBY AUTHORIZE OUTSKIRTS ADVENTURES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY D/B/A URBAN WARFARE AND IT'S MEMBERS, MANAGERS, EMPLOYEES, AGENTS VOLUNTEERS, PARTICIPANTS AND ALL OTHER PERSONS ACTING ON THEIR BEHALF (THE "ORGANIZATION") TO PHOTOGRAPH, AUDIOTAPE, AND/OR VIDEOTAPE ME AND GRANT THE ORGANIZATION THE IRREVOCABLE RIGHT TO USE MY PHOTOGRAPH, AUDIO RECORDING, VIDEO RECORDING AND ANY REPRODUCTION OR MODIFICATION THEREOF, IN ANY MANNER OR MEDIUM THROUGHOUT THE WORLD AN UNLIMITED NUMBER OF TIMES IN PERPETUITY IN ADVERTISING, TRADE, PROMOTION, EXHIBITION, SOCIAL MEDIA/WEBSITE, OR ANY OTHER LAWFUL PURPOSE. I UNDERSTAND THAT I WILL NOT RECEIVE ANY MONETARY COMPENSATION FOR THE PERMISSIONS I AM GRANTING HEREIN. I HERBY WAIVE ANY RIGHT OF INSPECTION OF APPROVAL OF THE USES TO WHICH THE ORGANIZATION MAY USE MY PHOTOGRAPH, AUDIO, AND/OR VIDEO. I ACKNOWLEDGE THE ORGANIZATION WILL RELY ON THIS PERMISSION AND HERBY RELEASE AND DISCHARGE THE ORGANIZATION FROM ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE PHOTOGRAPH, AUDIO, AND/OR VIDEO, INCLUDING ANY OR ALL CLAIMS FOR LIBEL, INVASION OF PRIVACY, OR EMOTIONAL DISTRESS.
6. IF ANY TERM OR PROVISION OF THIS AGREEMENT IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, INVALID, OR VOID, THE VALIDITY OF ANY OTHER TERM OR PROVISION SHALL NOT BE AFFECTED ADVERSELY, AND THIS AGREEMENT SHALL CONTINUE TO BE BINDING OF THE PARTIES AS IF SAID UNENFORCEABLE, INVALID, OR VOID TERM HAD NOT BEEN INCLUDED HEREIN.
7. THIS AGREEMENT SHALL BE CONSTRUED UNDER, AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS. THE CIRCUIT COURT OF MCLEAN COUNTY, ILLINOIS OR THE FEDERAL COURT IN PEORIA, ILLINOIS SHALL HAVE JURISDICTION OVER THE ENFORCEMENT OF ALL DISPUTES BETWEEN THE PARTIES ARISING OUT OF THIS AGREEMENT.

THIS IS A LEGAL DOCUMENT AND BY SIGNING THIS DOCUMENT, 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 RIGHTS TO MAINTAIN A LAWSUIT AGAINST PARTIES BEING RELEASE ON THE BASIS OF ANY CLAIMS FOR NEGLIGENCE.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ DATE OF BIRTH: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

IN CONSIDERATION OF: _____ DATE OF BIRTH: _____

PARENT OR GUARDIAN SIGNATURE: _____ DATE: _____ PRINT NAME: _____

HOW DID YOU HEAR ABOUT US?

_____ WORD OF MOUTH _____ WEBSITE _____ RADIO ADVERTISEMENT _____ FACEBOOK _____ SIGNS AND BILLBOARDS _____ OTHER