

BATTLEGROUNDZ.net
100 Higginson Ave Lincoln, RI 02865
RELEASE AND WAIVER OF LIABILITY AGREEMENT
PLEASE PRINT CLEARLY
2020

Players using BGZ rental equipment are expected to use the equipment the way in which it is intended to be used. We reserve the right to revoke a player's privilege to rent our equipment without refund if we feel the equipment is being misused. Horseplay will not be tolerated. Players may be found liable for replacement cost of returned broken equipment if the damage was caused by misuse.

COVID-19, a novel coronavirus is extremely contagious and is believed to spread mainly from person-to-person contact. It has been labeled as a global pandemic by the World Health Organization. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. BattlegroundZ of 100 Higginson Ave, Lincoln, RI 02865 ("BattlegroundZ") has put in place preventative measures to reduce the spread of COVID-19; however, BattlegroundZ cannot guarantee that you or your child(ren) will not become infected with COVID-19. Participating in BattlegroundZ activities could increase your risk and your child(ren)'s risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending BattlegroundZ and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at BattlegroundZ may result from the actions, omissions, or negligence of myself and others, including, but not limited to, BattlegroundZ employees, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at BattlegroundZ or participation in BattlegroundZ's activities. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless BattlegroundZ, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of BattlegroundZ. Its parent company, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any BattlegroundZ program.

I, _____ (participant's printed first & last name), acknowledge that I have voluntarily applied to participate in Paintball, Airsoft, Foam Dart Wars, Dodgeball, Archery Tag, Splatmaster and/or Laser Tag at BattlegroundZ.net.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER AND EXPOSURE TO CUTS AND BRUISES AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

As consideration for being permitted by Battlegroundz.net (the "Company") to participate in these activities and use the Company premises and facilities, I forever release the Company and any affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for *injury, death, or property damage*, related to (i) my participation in these activities, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasees, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release. I also give BattlegroundZ.net and their photographers and staff the absolute right and permission to publish, copyright, and use pictures (including moving pictures) of me in which I may be included in whole or in part, composite or retouched in character or form: If person photographed is under 18, I certify that I am his or her parent or legal guardian and I give my consent without reservation to the forgoing on his or her behalf. I have been offered safety equipment from Battlegroundz that has been approved for these activities. I have my own equipment that I choose to use instead and I acknowledge that if I forgo the safety equipment offered to me that I take FULL responsibility to risks or injuries that may occur by not using the safety equipment that Battlegroundz provides.

*ANY person under the influence of drugs and/or alcohol *MAY NOT* participate in these activities. THIS IS STRICTLY ENFORCED!*

BattlegroundZ reserves the right to use a breathalyzer on any person we suspect to be under the influence of drugs and/or alcohol.

I HAVE READ THE ABOVE ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY. I UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY. (Participant and guardian sign immediately below this statement)

I (participant) verify this statement is true by placing my signature on the line below:

X _____ Date ____/____/____

Section A. Participants Please PRINT Clearly

Participant's Name (First & Last):

Street

Address: _____ Apt/Floor# _____

City: _____ State: _____ Zip: _____

Home Phone: (____) _____ - _____

Cell# (____) _____ - _____

Work# (____) _____ - _____

Date of Birth of Participant: ____/____/____ **Medical Conditions and/or**

Allergies _____

Email: _____ @ _____

In case of Emergency, Contact _____ **Ph** (____) _____ **relation** _____

***** PARTICIPANTS UNDER THE AGE OF 18 MUST HAVE SECTION B COMPLETED *****

Section B. PARENT OR GUARDIAN OR PARTY PARENT (if participant is under 18)

Parent/Guardian Name (Print) _____

Parent/Guardian Address _____

City _____ State _____ Parent/Guardian's Cell #(____) _____ - _____

Relationship to Participant: _____ Parent/Guardian's Home #(____) _____ - _____

I verify that the birthdate I listed above for the Participant is true, and I am aware of Battlegroundz activity age restrictions, and I verify that the dangers of the activities and the significance of this Release and Waiver were explained to the Participant and that the Participant understood them and the undersigned parent or guardian hereby give permission to the "company" to authorize emergency medical treatment as may be deemed necessary for the child named below while participating in any of the activities available at the "company". I verify that I give permission for the participant NAMED ABOVE to participate in above activities.

Parent/Guardian Signature: _____ **Date** _____

Executed at BattlegroundZ.net, Airsoft, Laser Tag, Dart Wars, Paintball, Splatmaster, Dodgeball, Archery Tag in Rhode Island on the ____ (day) of ____ (month), 20 ____.

This waiver will be in force for a period of one year from the date of execution until December 31 of the same calendar year

Revised Oct 2019