

Hartman's Corn Maze/Zombie Paintball Hunting RELEASE OF LIABILITY AND ASSUMPTION OF RISK

AS AN EMPLOYEE OF ZOMBIE PAINBALL HUNTING, the undersigned acknowledges and agrees to the following:

1. As an EMPLOYEE of Zombie Paintball Hunting I shall abide by all safety policies and safety procedures as a paid participant in the "Zombie Paintball Hunting";
2. I understand as a paid participant in the "Zombie Paintball Hunting" that I shall act the part of a zombie who is being "hunted" by customers of Zombie Paintball Hunting who will be shooting paintballs;
3. I have read, understand and received a copy of the safety policies and procedures of participating as a target zombie in the "Zombie Paintball Hunting";
4. I hereby agree to abide by all safety policies and procedures when acting as a target zombie in the "Zombie Paintball Hunting";
5. I agree when acting as a target zombie to A) Wear a protective layers of clothing under my costume, **and** B) Wear appropriate footwear at all times (NO SANDALS, THONGS, CROCS), **and** C) Wear my mask at all times **and** D) Remain behind marked line which is fifty feet from the trailers and do not come any closer to the trailers;
6. I hereby acknowledge that failure to abide by all safety procedures and policies when acting as a target zombie could cause me or others to suffer physical injuries, psychological injuries and even the possibility of loss of life: and I acknowledge dangers exist when participating as a target zombie in the "Zombie Paintball Hunting" and therefore it is important to follow all safety policies and procedures (as all such safety policies and procedures have been set forth in this release);
7. Each EMPLOYEE is responsible for his/her actions and agrees to abide by all posted rules, policies and procedures in order to maintain the utmost level of safety for themselves and others;
8. I hereby assume all of the risks of participating in the "Zombie Paintball Hunting" and will hold the owner/operator of Zombie Paintball Hunting and its employees, agents, officers, trustees and affiliates harmless from any and all liability, actions, demands, damages, expenses, costs, claims and causes of action of any possible nature in respect of injury, death loss or damage to myself caused as a result of or in any way relating to my failure to follow the safety procedures and policies.
9. I further agree to indemnify and hold harmless the owner/operator, its employees, agents, officers, trustees and affiliates from and against any and all liability incurred as a result of or in any manner related to my participation as a zombie in the "Zombie Paintball Hunting" and my failure to follow the safety policies and procedures;
10. If, despite the signing of this waiver, a lawsuit is brought against the owner/operator, its employees, agents, officers, trustees or affiliates in relation to my failure to follow the safety policies and procedures as set forth in this waiver then I agree to pay for any and all court costs and attorney's fees incurred as a result of such litigation;

11. I also declare that I am not under the influence of any chemical substance including alcohol at the time of the signing of this waiver;
12. I agree that if any provision of this release is found to be unenforceable or invalid in any way, the remaining provisions will remain in force and effect;
13. I fully understand the safety policies and procedures as set forth and I fully understand if I fail to abide by the safety policies and procedures that I will be solely responsible for any and all physical and/or physiological injuries that result to myself. I also hereby waive any rights to pursue any cause of action against Zombie Paintball Hunting, its heirs and assigns. I have initialed each of these paragraphs and my participation in these activities and my signing of this waiver are completely voluntary.

Signature of EMPLOYEE: _____
or Parent/Guardian of EMPLOYEE if the Child is 17 years or younger

Name of EMPLOYEE (print): _____ Date: ____/____/____