

**New Mexico District Council
Assemblies of God, Inc.
COOK CANYON RANCH**

Non-issued Paintball Equipment Release of Liability Form

IMPORTANT: Each guest participating in paintball at Cook Canyon Ranch and using any paintball equipment not owned and/or provided by Cook Canyon Ranch must have a signed *Non-issued Paintball Equipment Release of Liability Form*. This is a legal, release of liability document. Please read and understand before signing.

I have asked to participate in the Cook Canyon Ranch paintball program or have asked that my minor child participate in the Cook Canyon Ranch paintball program and have furthermore requested to use equipment other than that provided by Cook Canyon Ranch. I understand that use of such equipment is at my own risk and that I take full responsibility for the conditions and safety status of such equipment. I understand that Cook Canyon Ranch shall not have any responsibility, financially or otherwise, in regard to equipment that is not owned and/or provided by Cook Canyon Ranch. Release of liability shall include, but not be limited to: equipment failure, damage and/or breakage.

ACKNOWLEDGEMENT OF RISK, WAIVER, RELEASE AND INDEMNIFICATION

WHILE NEW MEXICO DISTRICT COUNCIL ASSEMBLIES OF GOD, INC. AND COOK CANYON RANCH MAKE EVERY EFFORT TO PROVIDE A SAFE AND PLEASANT ENVIRONMENT FOR OUR GUESTS, WE DO REQUIRE THAT THIS AGREEMENT BE READ, FILLED OUT, SIGNED AND DATED BY EACH GUEST USING PAINTBALL EQUIPMENT OTHER THAN THAT WHICH IS PROVIDED BY COOK CANYON RANCH, OR BY THE PARENT OR LEGAL GUARDIAN OF EACH CHILD UNDER 18 YEARS OF AGE, WHO WISHES TO USE PAINTBALL EQUIPMENT OTHER THAN THAT WHICH IS PROVIDED BY COOK CANYON RANCH.

The New Mexico District Council of Assemblies of God, Inc. and Cook Canyon Ranch have taken reasonable steps to provide equipment and skilled employees so our guests can participate in activities for which they may not be skilled. However, these activities are not without risk. Certain risks cannot be eliminated due to the setting and without destroying the unique character of these activities. The same elements that contribute to the character of these activities can be cause of loss and damage to your property, accidental injury or illness or, in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for these activities, but we do think it is important for you to be informed and know in advance about inherent risks.

I understand that no activity program is absolutely free of risk. I, on behalf of myself and my family, including minor children, agree to assume full responsibility for use of any and all paintball equipment that is not provided by Cook Canyon Ranch. I expressly assume all risk and responsibility involving accidents sustained while using paintball equipment that has not been provided by Cook Canyon Ranch resulting from negligence on my part, that of my family or employees, officers, directors or agents of New Mexico District Council Assemblies of God, Inc. and Cook Canyon Ranch.

I understand the signature of the parent or guardian of a minor child on this document shall make all provisions of this release and assumption of the risk agreement applicable to and binding on the minor child. I agree that New Mexico law shall govern this release.

I, on behalf of myself, my children, my assigns and my estate, agree to release and hold harmless New Mexico District Council Assemblies of God, Inc. and Cook Canyon Ranch, its officers, Board, agents and/or employees for any and all claims for injuries, causes of action, or liability related to the use of any and all paintball equipment that is not provided by Cook Canyon Ranch.

Should New Mexico District Council Assemblies of God, Inc. and/or Cook Canyon Ranch 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 New Mexico District Council Assemblies of God, Inc. and Cook Canyon Ranch harmless for all such fees and costs.

By signing this document, I acknowledge that if anyone is hurt or property damaged during my or my minor child's use of any and all paintball equipment that is not provided by Cook Canyon Ranch, I and/or my minor child may be found by a court of law to have waived any right to maintain a lawsuit against New Mexico District Council Assemblies of God, Inc. and/or Cook Canyon Ranch on the basis of any claim which has been released herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.

This liability release shall be legally binding upon heirs, my assigns, legal guardians, personal representations and myself. I have carefully read this agreement and understand its contents. I am aware that I am releasing certain rights that I otherwise may have, and I enter into this agreement on behalf of myself, minor children, and/or wards, of my own free will.

Parent or legal guardian MUST sign this form for participants under 18 years of age.

PLEASE PRINT IN BLUE OR BLACK INK:

Name of Participant			Age	Date of Birth	
Mailing Address		City	State	Zip	
Contact E-mail Address		Emergency Phone #1		Emergency Phone #2	
Signature			Date Signed		
Print Name on Signature Line			Relationship to Participant (Self OR Legal Parent/Guardian)		