

**THE GARY B. YOUNG FAMILY
&
FIRST UNITED METHODIST CHURCH, ABILENE, TX**

WAIVER

I (We) exempt, waive and relieve The Gary B. Young Family and First United Methodist Church, Abilene, TX. from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of the The Gary B. Young Family and First United Methodist Church, Abilene, TX., even host, other participants, sponsors, advertisers, and each of them, their officers, agents, employees and volunteers.

If the law in any controlling jurisdiction renders any part of this agreement not binding this agreement shall nevertheless remain enforceable to the full extent, if any, allowed by controlling law. This agreement affects your legal rights, and you may wish to consult an attorney concerning this agreement.

For and in consideration of the undersigned participant's registration with The Gary B. Young Family and First United Methodist Church, Abilene, TX., and being allowed to participate in Paintball events, I (We) waive, release and relinquish any and all claims of liability and cause(s) of action, including personal injury, property damage, or wrongful death occurring to me, arising out of participation in Paintball events, team activities, the sport of Paintball, and/or activities incidental thereto, whenever or however they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that I (We) may have are hereby waived, released and relinquished, and I (We) do so on behalf of my/our and participant's heirs, executors, administrators and assigns.

I (We) acknowledge, understand and assume all risk relating to Paintball and any member team activities, and understand that Paintball and member team activities involve risk to me including bodily injury, partial or total disability, paralysis and even death, and damages which may arise, and that I (We) have full knowledge of said risks. These risks and dangers may be caused by my negligence, or the negligence of others, including the individuals identified below. These risks and dangers include, but are not limited to, loud noises, heavy machinery, vehicles and other potentially dangerous items, and these risks and dangers will increase if participant participates in Paintball and member team activities in an age group above that which I would normally participate in. I (We) further acknowledge that there may be risks and dangers not known to me (us), or not reasonably foreseeable at this time. I (We) acknowledge, understand and agree that all of the risks and dangers described throughout this agreement, including those caused by the negligence of the participant and/or others, are included within the waiver, release and relinquished described in the preceding paragraph. I (We) agree to abide by and be bound under the rules specified by The Gary B. Young Family and First United Methodist Church, Abilene, TX., including a mandatory safety briefing, as currently published. Copies are available upon request.

I (We) acknowledge, understand and assume the hazards, if any, arising from the conditions and use of playing fields (shear cliffs, bluffs, etc) and related premises and acknowledge and included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform maintenance, inspection, supervision or control of said fields and for the failure to warn of dangerous conditions existing at said fields. Including the possibility of residue from Camp Barkeley, a military training ground where the use of live ammunitions, grenades, mortars, mines, and any and all residue left by that training camp. Also, personnel are restricted from any and all oilfield equipment and must stay at least 100ft from said sites.

I (We) agree if any claim for personal injury or wrongful death is commenced against The Gary B. Young Family and First United Methodist Church, Abilene, TX., I (We) shall defend, indemnify and save harmless The Gary B. Young Family and First United Methodist Church, Abilene, TX. from any and all claims of causes of action by whomever or wherever made or presented for my personal injuries, property damage or wrongful death.

I (We) acknowledge that I (We) have been provided and have read the above paragraphs and have not relied upon any representations of The Gary B. Young Family and First United Methodist Church, Abilene, TX., that I am fully advised of the potential dangers of Paintball and understand these waivers and releases are necessary to allow Paintball to exist in its present form. Any disputes, claims, or suits shall be governed by venue in Taylor County, Texas.

I (We) acknowledge that all Paintball events involve inherent risk, these risks are significantly increased due to the possible and/or anticipated use of theatrical effects, including, but not limited to, loud noises, heavy machinery, vehicles and other potentially dangerous items, I (We) further acknowledge the inherent risks involved in this type of activity, including bodily injury, partial or total disability, paralysis and even death, and hereby knowingly and voluntarily assume the risks. I (We) further acknowledge and verify that I am physically fit to undertake the level of physical activity commonly associated with Paintball.

I (We) acknowledge that safety equipment is to be worn at all times while on the field, to include proper eye protection. I (We) further acknowledge and agree that safety equipment can prevent bodily injury, partial or total disability, paralysis and even death, and that failure to agree to abide by and be bound under the rules of The Gary B. Young Family and First United Methodist Church, Abilene, TX. will result in my immediate dismissal from the premises. Further, I (We) grant full permission to any and all of the forgoing to use my name, my voice, and/or my picture in any broadcast, telecast, web cast, publication, website, advertising, promotion, or any other event for any purpose whatsoever. Absolutely no fires, smoking or use of any combustible activity whatsoever that might produce a spark on any type.

I (We) authorize emergency medical treatment to be administered in the event of any injury or illness while participating in the sport of Paintball. I (We) agree to pay for all cost associated with any rescue, and for any and all medical services performed.

Infractions- to any boundary, scheduled activity, or proper, lawful, behavior, etc. - will result in immediate ejection from property and possible permanent ban. No rebates or refunds will be considered after removal by infraction.

Waiver and Release

I (We) certify that I (we) have read and understood The Gary B. Young Family and First United Methodist Church, Abilene, TX. Waiver.

_____ DATE SIGNED _____

PARTICIPANT SIGNATURE

(Participant must be eighteen (18) years of age or older)

_____ DATE SIGNED _____

PARTICIPANT NAME (PRINT)

_____ DATE SIGNED _____

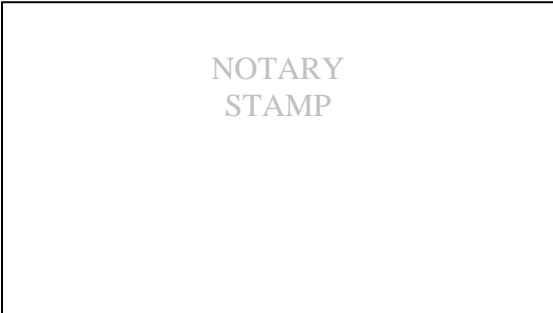
PARENT OR GUARDIAN SIGNATURE

(If I am under eighteen (18) years of age)

_____ PARENT OR GUARDIAN NAME (PRINT)

_____ NOTARY NAME (PRINT)

_____ NOTARY SIGNATURE



WAIVER MUST BE NOTARIZED IF A PARENT OR LEGAL GUARDIAN IS NOT PRESENT TO SIGN. THERE ARE NO EXCEPTIONS!

FOR COORDINATOR USE ONLY

I certify that I have verified the eligibility and identification of the participant.

_____ DATE SIGNED _____

WITNESS SIGNATURE

_____ WITNESS NAME (PRINT)