



PAINTBALL FIELD GENERAL LIABILITY INSURANCE APPLICATION

BROKER INFORMATION

Broker/Agency Name:	Specialty Insurance Services		
Contact Person:	Rick Fairbanks		
Address:	3620 Pelham Road #383		
	City Greenville	State SC	Zip 29615
Phone:	888-673-7228	Fax:	864-458-8371
E-mail Address:	service@nsera.com	Website:	www.nsera.com

1. Legal Business Name: _____

Proposed Effective Date (Required): _____ Currently Insured? Yes No

2. DBA (if any): _____ Field Owner/Operator: _____

3. Mailing Address: _____ City: _____ State: _____ Zip: _____

4. Physical Address: _____ City: _____ State: _____ Zip: _____

5. Paintball Phone: _____ Fax: _____ Home: _____

6. E-mail: _____ Web site: _____
(Renewal applications and other information will be sent via e-mail.)

7. Status: Individual Partnership Corporation S Corp Not for Profit Other: _____

8. Paintball Field Management Experience (Required): _____

Have you, your partners, or your employees ever **owned, operated or managed** a paintball field (including scenario games and/or paintball tournaments)? Please complete for each individual.

Individual Name	Name of Facility Where PB Experience Gained	Title Held (Owner, Mgr, Ref)	Years of PB Experience	Total # of Games Supervised or Refereed (25+ 50+ 100+ 250+ 500+)

9. Year paintball business started? _____
 Is this your first paintball field insurance policy? Yes No
 Do you have any other insurance policies covering this business (e.g. Property)? _____
 Do you own or operate another location or business? Yes No
 If yes, please describe: _____

10. Are any other services or activities on the premises (BMX, Go-Karts, etc.)? Yes No
 If yes, please describe: _____

Proof of insurance coverage must be submitted with your application for any services or activities (other than paintball) operating under the same business name for this or any other location.

11.	Do you operate a paintball field at any other location? Diagrams are required for each field address.	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.	Have any incidents or losses occurred at this or any other paintball facility you have owned or managed (whether a claim was made or not) within the past three years? Please provide currently valued insurance company loss runs or "no loss letter" with hard copy loss runs to follow in 90 days for the current and most recent three years.	<input type="checkbox"/> Yes <input type="checkbox"/> No
13.	Has your paintball insurance policy been cancelled or non-renewed for this or any other paintball facility you owned or managed? (This does not pertain to a program non-renewal applying to all paintball operators.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
14.	Are safety signs posted at your facility? (Please clearly indicate their location on the field diagram.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
15.	Are daily safety briefings conducted for each player and is all equipment inspected prior to play?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16.	Are first aid supplies and a telephone maintained on the premises during operation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	Do staging areas have posted safety rules and are they supervised at all times by employees?	<input type="checkbox"/> Yes <input type="checkbox"/> No
18.	Are there any climbing structures (4' or higher) in the area of play? If yes, photographs (or a detailed description on the diagram) of any towers, castles, etc. are required. Are standard steps or ramps and handrails used for all climbing structures? Grip tape on the ramps and/or steps? Ladders not allowed.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
19.	Is any equipment rented for use off-site at this facility?	<input type="checkbox"/> Yes <input type="checkbox"/> No
20.	Do you use any of the following items at your field? Paint Mines Paint Grenades Nerf/Paintball Rockets or Homemade Cannons Other: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
21.	Is alcohol sold or permitted at this site? If yes, submit your rules regarding consumption for approval.	<input type="checkbox"/> Yes <input type="checkbox"/> No
22.	What types of field play do you operate (woods, speedball, air soft, etc.)? Using inflatable bunkers? How are inflatables secured? _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
23.	Are your areas of play clearly marked with netting and/or caution tape or rope?	<input type="checkbox"/> Yes <input type="checkbox"/> No
24.	Are you using any netting at your field? Have you tested your netting in the past 30 days using the safety test outlined in our safety rules? Please specify height of netting: _____ (If multiple used, specify on diagram.) If no netting used on one of your fields, is the play area clearly marked off with caution tape, rope, etc.?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
25.	Are spectators allowed on the premises? Are spectators kept a minimum of five feet away from the netting at all times? Describe: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

26.	Number of chronographs?			
	Maximum Paintball Velocity allowed?		Indoor: (fps)	Outdoor: (fps)
	Maximum Airsoft Velocity allowed for .20 BBs?	Close Quarter: (fps)	Indoor: (fps)	Outdoor: (fps)
	Maximum Airsoft Velocity allowed for .25 BBs?	Close Quarter: (fps)	Indoor: (fps)	Outdoor: (fps)
	Do you allow firing modes other than semi-auto (1 ball per pull/cycle of the trigger)?			<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, for: <input type="checkbox"/> Tournaments <input type="checkbox"/> Regular Recreational Play			
	Maximum allowed rate of fire measured in balls per second? bps			
27.	Do you put on "Off Premise Events"? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, how many per year?	
	Underwriter approval is required under this program before these types of events take place and requires 5 - 7 business days for processing.			
28.	What is the minimum age requirement for your facility?	General Play:	Private Groups:	
29.	Are ALL participants required to sign waivers?			<input type="checkbox"/> Yes <input type="checkbox"/> No
	Is supervision provided for ALL games?			<input type="checkbox"/> Yes <input type="checkbox"/> No
30.	Are parents and/or legal guardians required to sign waivers on behalf of all minors (under 18)?			<input type="checkbox"/> Yes <input type="checkbox"/> No
31.	Where are CO2 Tanks stored and how are they secured?			
32.	Have you, your partners, or employees received any type of certification or training to perform tank fills?			<input type="checkbox"/> Yes <input type="checkbox"/> No
	Please list each employee and source:			
33.	Are players allowed to fill their own tanks at your facility?			<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, explain on separate sheet of paper.			
34.	What is the minimum age requirement for your lead/head referees?			
	What is the minimum age for assistant referees?			
	Please describe your procedure for training your field referees:			
35.	What ratio of referees to players do you enforce at your facility?			
	One referee for every		players (ages 13 and below).	
	One referee for every		players (ages 14 and above).	
36.	Do you perform any of the following?			
	Repairs		<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Marker Upgrades		<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Tank Modifications		<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Please list source of training:			
37.	Do you have any motorized vehicles (including tanks) that are used at your field during play?			<input type="checkbox"/> Yes <input type="checkbox"/> No
38.	How did you hear about us? <input type="checkbox"/> Magazine <input type="checkbox"/> Internet <input type="checkbox"/> Agent <input type="checkbox"/> Field Operator			
	Please specify:			
39.	Do you own or lease the premises? <input type="checkbox"/> Lease <input type="checkbox"/> Own If leased, the following information is required:			
	Landlord/Additional Insured Information (Required for "Additional Insured" Certificates of Insurance.)			
	Name of Landlord	Complete Address	Insurable Interest (Landlord)	

40. Exposures - Annual Paintball Business Receipts (Required):

Total Annual Field Participants (player days). Example: If a player signs a waiver and visits your facility 25 times during the policy period or year, he is considered 25 player days or participants.

Total annual participants? _____

Total annual field receipts (Field fees/fills/rentals/paintballs sold to participants)? \$ _____

Retail/Pro-Shop (Sales of paintball markers & supplies)? \$ _____ Food & Drink? \$ _____

Customer equipment repair service charges & fees? \$ _____

Other non-paintball receipts? \$ _____

Operating Season of Paintball Field: _____ to _____ (example: March to November)

41. Prior Paintball Insurance Warranty Statement (Required Unless New Business):

As requested, this information is to verify my previous insurance coverage and any and all losses/claims that I have been notified about or should have knowledge of. I understand that this information is a warranty statement and made part of my application for insurance coverage. Loss Runs will be required of any claims or losses reported. Warning: It is a fraudulent act to misrepresent prior claims.

Year	Name of Carrier	Premium	# Claims/Injuries	\$ Losses Paid

42. Outdoor Facility:

Number of acres? _____

Number of fields? _____

Is property fenced and/or No Trespassing signs posted? Yes No

Are evening games held? Yes No If yes, is stadium-type lighting used? Yes No

Are scenario night games held? Yes No Is overnight camping allowed? Yes No

Please attach your night game safety rules.

Are there any of the following physical hazards (natural or man-made) in or near the field of play?

Fox Holes/Trenches? Yes No Tunnels? Yes No

Cliffs/Overhangs? Yes No Ravines? Yes No

Sharp rocks? Yes No Deep or fast moving water? Yes No

Protruding nails or spikes? Yes No

How often is your field inspected for hazards? _____

Describe frequency and manner of maintenance performed at your field: _____

43. Indoor Facility:

Square feet: _____

Age of building? _____

Number of stories? _____

Is your business located on the ground floor only? Yes No

Does it have fire alarms? Yes No Sprinklers? Yes No

Is the floor surface Concrete Dirt Wood Other?

What floor covering do you have over the surface? Carpet Dirt/Sand/Sawdust Mix Other

How many inches of covering do you have? _____

(If dirt/sand/sawdust mix, 6-8" is recommended.)

Protective plastic must be installed over wood flooring to protect the surface. Protective covering must be installed on the walls and ceiling if leased or property damage will not be provided. **Initial**

If leased, and you wish to waiver property coverage, have landlord sign here.

(Must confirm with landlord before deleting any coverage.)

**ACCIDENT MEDICAL COVERAGE OF \$50,000 PER PARTICIPANT IS REQUIRED
FOR PARTICIPANT LIABILITY COVERAGE.**

PAINTBALL FIELD OPERATOR SAFETY REQUIREMENTS

1. **FIELD OPERATION:** STRICT CONTROL MUST BE EXERCISED OVER ALL AREAS INCLUDING:
(A) FIELD ENTRANCE (B) PARKING AREAS (C) STAGING AREAS (D) SALES AND SERVICE AREAS (E) SPECTATOR AREAS (F) PLAYING FIELDS
2. **PERSONNEL:** ALL FIELD STAFF MUST BE FULLY AND PROPERLY TRAINED. REFEREES AND FILL STATION ATTENDANTS MUST BE SIXTEEN (16) YEARS OF AGE OR OLDER.
3. **EMERGENCY PROCEDURE:** ALL FIELD STAFF MUST BE TRAINED TO PROPERLY RESPOND IN THE EVENT OF AN ACCIDENT OR EMERGENCY AND INSTRUCTED TO RESPOND IMMEDIATELY. FIELD STAFF MUST KNOW THE EXACT LOCATION OF THE FIELD TELEPHONE, READILY ACCESSIBLE FIRST AID KIT AND INCIDENT REPORT FORMS. MANAGEMENT MUST FILL OUT AND RETURN AN INCIDENT FORM IMMEDIATELY FOLLOWING ALL INJURIES.
4. **FIELD ORIENTATION:** PRIOR TO THE FIRST GAME, EACH PLAYER MUST UNDERGO A FORMAL ORIENTATION SESSION INCLUDING: A DETAILED EXPLANATION OF THE PLAYER SAFETY RULES - CLEARLY SPECIFYING THOSE RULES WHICH RESULT IN PLAYER EJECTION; GAME RULES; THE GEOGRAPHICAL DIAGRAM OF THE FIELD; AND EMERGENCY PROCEDURES. REFEREES ARE ASSIGNED TO EACH GROUP AT THIS TIME.
5. **BARREL BLOCKING DEVICE REGULATION:** THE MANDATORY USE OF INDUSTRY-APPROVED BARREL BLOCKING DEVICES (BBD) MUST BE STRICTLY ENFORCED AT ALL TIMES IN ALL NON-PLAYING AREAS OF THE FIELD. BARREL PLUGS ARE NO LONGER CONSIDERED ADEQUATE PROTECTION DUE TO DIFFERING BARREL SIZES AND INCREASED RATES OF FIRE. OPERATORS MUST REMAIN FULLY STOCKED TO PROVIDE BBDs FOR ALL RENTAL EQUIPMENT AND ALSO FOR CUSTOMERS TO BUY IF NECESSARY. (TOWELS, SOCKS, OR STICK SQUEEGEES ARE NOT CONSIDERED A BBD!)
6. **SAFETY GOGGLES:** MANDATORY GOGGLE ENFORCEMENT IS REQUIRED IN ALL AREAS WHERE "GOGGLES ON" SIGNS ARE POSTED. INDUSTRY-APPROVED FULL-FACE MASK GOGGLE SYSTEMS MUST MEET OR EXCEED ASTM GUIDELINES WHICH REQUIRE: FULL ENCLOSURE OF THE EYE CAVITY USING .06 LEXAN LENSES SECURED WITHIN FRAMES AND TO THE HEAD WITH A HEADBAND. THE FACE AND EAR PROTECTOR COMPONENTS MUST BE ATTACHED SECURELY TO THE GOGGLE FRAME TO PRESENT FULL COVERAGE (NO GAPS) TO THE BOTTOM OF THE CHIN, ALONG THE JAWBONE, TEMPLES, AND EARS. MODIFICATIONS ARE PROHIBITED. WASH, DISINFECT, AND INSPECT GOGGLES REGULARLY.
7. **TRIGGER GUARDS:** TRIGGER GUARDS ARE MANDATORY ON ALL PAINTBALL MARKERS USED BY PARTICIPANTS AT YOUR FACILITY. THE TRIGGER GUARD MUST BE RIGID, WIDER THAN THE TRIGGER AREA, AND ENCLOSE THE TRIGGER AREA.
8. **SAFETY NETTING:** NETTING (12' REQUIRED, 20' RECOMMENDED) MUST BE INSTALLED AROUND PLAY AREAS AND MUST BE MAINTAINED AND CHECKED REGULARLY. APPROVED NETTING AND/OR 300 FEET OF OPEN SPACE MUST SURROUND ALL AREAS OF PLAY. **CARRIER REQUIRES EACH OPERATOR TO TEST THE NETTING PER ASTM GUIDELINES: "STAND 15' FROM NETTING AND SHOOT 10 SHOTS IN A 4" CIRCLE AT 300 FPS. NO PART OF THE PAINTBALL SHELL MAY PASS THROUGH LARGER THAN 3 BY 5 MM RECTANGLE." BUNKERS MUST BE A MINIMUM OF 20' FROM THE NETTING AND SPECTATORS MUST BE KEPT 5' AWAY FROM THE NETTING AT ALL TIMES.**
9. **CHRONOGRAPHING PROCEDURES:** MAINTAIN AT LEAST ONE (1) CHRONOGRAPH (PREFERABLY TWO) WITH A BACK-UP BATTERY AT THE FIELD AT ALL TIMES. ALL PAINTBALL MARKERS MUST BE CHRONOGRAPHED BEFORE PLAYERS ENTER THE FIELD AND BEFORE EACH NEW SET OF GAMES. A CHRONOGRAPH REFEREE MUST BE AVAILABLE AT ALL TIMES TO STRICTLY ENFORCE VELOCITY GUIDELINES. VELOCITIES MUST BE ADJUSTED SO THAT THREE (3) CONSECUTIVE SHOTS THROUGH THE CHRONOGRAPH DO NOT EXCEED:
PAINTBALL – 300 (FPS) OUTDOOR GAMES / 250-275 (FPS) INDOOR GAMES
AIRSOFT – 400 (FPS) OUTDOOR GAMES / 350 (FPS) INDOOR GAMES / 300 (FPS) CLOSE QUARTER (.20BBs)
370 (FPS) OUTDOOR GAMES / 310 (FPS) INDOOR GAMES / 270 (FPS) CLOSE QUARTER (.25 BBs)
MAXIMUM VELOCITY ALLOWED FOR SNIPERS IS 500 FPS WITH NO SHOTS CLOSER THAN 100 FEET TO OPPONENT
UNDERWRITING APPROVAL IS REQUIRED FOR SNIPER VELOCITIES THAT EXCEED 400 FPS
ANY SNIPER WEAPONS MUST NOT HAVE THE ABILITY TO FIRE FULL AUTO
10. **FIELD MAINTENANCE:** BOUNDARIES OF ALL OUTDOOR PLAYING FIELDS MUST BE CLEARLY AND CONTINUOUSLY MARKED WITH ROPE, TAPE, OR OTHER HIGHLY VISIBLE MATERIAL. THE FIELD MUST BE INSPECTED FREQUENTLY FOR NATURAL OR MAN-MADE HAZARDS. PAINTBALL MARKERS MUST BE CLEANED AND INSPECTED WEEKLY. A DESIGNATED STAFF MEMBER MUST INSPECT THE CHRONOGRAPH, FIRST AID KIT, MOBILE TELEPHONE, SCALE, FILL STATION, CO2 CYLINDERS, AND ALL FIELD EQUIPMENT (INCLUDING SAFETY SIGNS) DAILY.

11. **PLAYER SAFETY RULES:** EACH PLAYER/PARTICIPANT MUST READ THE PLAYER SAFETY RULES PRIOR TO SIGNING THE WAIVER OF LIABILITY. THE PLAYER SAFETY RULES MUST BE POSTED AT THE FIELD ENTRANCE AND COUNTER/SALES OFFICE. MANDATORY EJECTION (WITHOUT WARNING!) OF ANY PLAYER THAT KNOWINGLY VIOLATES THE REQUIRED SAFETY RULES IS REQUIRED - ESPECIALLY MASK VIOLATIONS!

12. **PAINTBALL MARKERS: AUTOMATIC MARKERS THAT ARE IN A MODE OF SELF LOADING AND SHOOTING AT A RATE FASTER THAN ONE ROUND PER MANUAL ACTIVATION OF THE TRIGGER'S CYCLE ARE ALLOWED BY UNDERWRITER APPROVAL ONLY.** AN ADDITIONAL PREMIUM MAY APPLY FOR COVERAGE FOR ACTIVITIES INVOLVING RAMPING/MULTIPLE ROUND BURST MODES. **A SEMI-AUTOMATIC MARKER DOES QUALIFY FOR THE PROGRAM WITHOUT APPROVAL IF IT IS GRAVITY FED OR TRACTOR FED AT A RATE OF NO MORE THAN FIFTEEN (15) BALLS PER SECOND.** IN ADDITION, OFF-PREMISE MARKER RENTAL IS PROHIBITED IN THIS PROGRAM.

13. **SAFETY SIGNS:** "GOGGLES ON" SIGNS MUST BE POSTED AT EVERY ENTRANCE TO ACTIVE PLAY AREAS. "BARREL BLOCKING DEVICE" SIGNS MUST BE POSTED AT EVERY EXIT OF ACTIVE PLAY AREAS. "CAUTION! PAINTBALL GAME AREA" SIGNS MUST BE POSTED AT ANY LOCATION WHERE THE OPERATOR/FIELD MANAGER MIGHT EXPECT UNAUTHORIZED DIRECT ACCESS TO THE ACTIVE PLAYING FIELD.

14. **FILL-STATIONS:** ONLY TRAINED PERSONNEL ARE ALLOWED TO PERFORM TANK FILLS. ALLOWING PLAYERS TO FILL THEIR OWN TANKS IS **PROHIBITED.** ONLY EXCEPTION MIGHT BE EMPLOYEE-SUPERVISED MULTI-FILL AIR STATIONS AND TANKS HAVE ALREADY BEEN CHECKED THAT DAY. CO2 CYLINDERS MUST BE CHAINED IN AN UPRIGHT POSITION. AN ON-SITE SCALE IS REQUIRED TO PREVENT OVERFILLS.

TO BE ACCEPTED AS A MEMBER OF THIS INSURANCE PROGRAM, I UNDERSTAND AND AGREE TO ABIDE BY THE TERMS OF THE FIELD OPERATOR SAFETY REQUIREMENTS. I REALIZE THAT FAILURE TO COMPLY WITH THESE TERMS MAY RESULT IN TERMINATION OF MEMBERSHIP AND ASSOCIATED BENEFITS, INCLUDING INSURANCE COVERAGE.

OWNER'S SIGNATURE

BUSINESS NAME

DATE

FIELD DIAGRAM SUPPLEMENT

Paintball Field Application

A rough diagram of your paintball field is required. If you have more than one location, please complete one diagram for each location. The following information is **required**:

1. Location of Safety Signs
2. Spectator Area
3. Parking Area
4. Pro Shop
5. Chronograph & Staging Area
6. Netting and/or Caution Tape marking the entire field of play
7. Distances from all Active Play Areas to all Non-Active Play Areas

Field Name:

Name & Address of Landlord/Additional Insured:



**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND
INDEMNITY AGREEMENT (“AGREEMENT”)**

In consideration of participating in the _____, I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity. I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the “Releasees” named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue _____, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASEES” herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the “Releasees” or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed name of participant

Date: _____

Signature of participant

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND
INDEMNITY AGREEMENT ("AGREEMENT")**

In consideration of participating in the _____, I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity. I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "Releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue _____, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed name of participant

Date: _____

Signature of participant

PARENTAL CONSENT

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

Printed name of Parent or Legal Guardian

Date: _____

Signature of Parent or Legal Guardian

Generic Fraud Warning Language:

Any person, who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

NOTICE TO RESIDENTS OF:

Alabama, Alaska, Arizona, Arkansas, California, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Rhode Island, South Carolina, South Dakota, Texas, Utah, Vermont, Washington, West Virginia, Wisconsin, Wyoming

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine, Tennessee, Virginia

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Colorado

It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

District of Columbia

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Kentucky

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

New Jersey

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New York

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Oregon

Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

Pennsylvania

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

