

Participants Voluntary Release of Liability and Assumption of Risk Agreement

Read Before Signing, This is a legal binding contract.

North American Canoe Tours, Inc. & Farmington River Tubing

Participants Name (Print) _____ Emergency phone # _____

Age _____ (If under 18 you must have the bottom section signed by your parent/guardian)

In exchange for being allowed to use the equipment rented from Farmington River Tubing and to participate in any way in the activity of river tubing and its related events, I the undersigned, for myself and my successors or assigns, acknowledge, appreciate, and agree that:

1. I can swim and I am physically and mentally capable of participating in this activity.
2. Farmington River Tubing is a rental company which rents inner tubes, PFD's, and Transportation. It does not own, control, alter or maintain the river or the surrounding areas including the Satan's Kingdom State Recreation area, the Nepaug State Forest, the Private property along the river, nor the D.O.T. & D.E.P. property located at the take out.
3. The use of the equipment rented from Farmington River tubing, the transportation provided, and the activity of river tubing and its related events is inherently hazardous. By way of example, and not limitation, these hazards include: wet or uneven surfaces, slips, trips, falls, collisions with or entrapment in rocks or trees both above and below the water, equipment failure, vehicle accidents, encounters with wildlife, and weather conditions.
4. The risk of injury from these hazards, both known and unknown, as well as from the use of the equipment, the transportation provided, and the use of the river and its surrounding areas is significant. Including but not limited to; cuts, lacerations, bruises, sprains, strains, dislocations, broken bones, head injuries, drowning, permanent paralysis, or death.
5. I have familiarized myself with the conditions of the river, including its sides and the surrounding areas, and the weather conditions/forecast for the duration of my use of the equipment and my involvement in the activity.
6. I knowingly and freely assume all risks, both known and unknown, related to the use of the equipment, the transportation, or the activity of river tubing and its related events; even if arising from the negligence of the Releasees or others, and assume full responsibility for myself while using the equipment, the transportation, or while participating in the activity of river tubing and its related events.
7. I willingly agree to comply with all written and verbal terms, conditions, warnings, restrictions, and directions given by Farmington River Tubing or others for the use of the equipment, the transportation, and the activity of river tubing and its related events.
8. If I incur any injuries while using the equipment or participating I will immediately notify a Farmington River Tubing representative, fill in and sign an accident form, and seek any necessary medical attention at my own expense.
9. I, for myself and on behalf of successors, my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, hold harmless, and promise not to sue Farmington River Tubing, North American Canoe Tours Inc., its officers, officials, servants, volunteers, agents and or employees, other participants, sponsors, advertisers, promoters, property owners or lessors, public entities, and any other individual that is connected in any manner with the rental of the equipment, the transportation, or the activity and its related events, from any and all claims, demands, losses, and liability arising out of or related to any injury, disability, or death I may suffer, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.
10. I agree that should I or my successors or assigns assert a claim as a result of my use of the equipment, transportation, or participation in the activity of river tubing and its related events, the claiming party shall be liable for the expenses, including legal fees, incurred by the releasees. The claim shall be submitted to arbitration before the American Arbitration Association, and not by way of civil lawsuit filed in either the state or federal courts. Three arbitrators, including one neutral shall be utilized.
11. Every term and provision of this contract is intended to be severable in whole or in part. If any of them are found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable on me, my successors and assigns.

I have read this document, fully understand its meaning and intent of same, understand that I am giving up substantial rights by signing it, and sign it voluntarily for the privilege of using the rented equipment, the transportation, and participating in the activity of river tubing and its related events.

Participants Signature: _____ Date: _____

Consent and release of Parent or Guardian for minors under 18 yrs old.

I am the parent or guardian of the minor listed above. I certify that they properly fit into the equipment, that they are able to properly use it, and that they are capable of participating in the activity of river tubing and its related events. I certify that I, as parent/guardian with legal responsibility for this participant, do consent to their use of the equipment and participation in the activity of river tubing and its related events. I agree that the terms of the contract above shall likewise bind me, my child, my heirs, legal representatives, and assigns. I hereby release and shall defend, indemnify and hold harmless Farmington River Tubing and North American Canoe Tours Inc., its officers, officials, servants, volunteers, agents and or employees, other participants, sponsors, advertisers, promoters, property owners or lessors, public entities, and any other individual that is connected in any manner with the rental of the equipment, the transportation, or the activity and its related events from every claim and any liability arising out of my minor's use of the equipment, transportation, or participation in the activity of river tubing and its related events. I further promise not to sue the entities referenced above on my behalf or on behalf of my minor listed above. **I have read this document fully. I fully understand its meaning and intent of same. I understand that I am giving up substantial rights for myself and for my minor listed, and voluntarily sign it for the privilege of allowing my minor to use the rented equipment, the transportation, and to participate in the activity of river tubing and its related events.**

Print name: _____ Signature: _____ Date: _____

SPECIALTY INSURANCE LLC

Industry Insurance Programs

Hogan's Alley Paintball LLC = HAP

Phone: (203) 238-2875

RELEASE OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK

READ BEFORE SIGNING

IN CONSIDERATION of being permitted to participate in any Paintball and/or Airsoft activities including, but not limited to, playing, using the premises of, renting and operating equipment leased, sanctioned and/or operated by the above named vendor, I acknowledge and agree that:

I fully understand and acknowledge that; (a) risks and dangers exist in my use of Paintball and/or Airsoft equipment and my participation in Paintball and/or Airsoft activities; (b) my participation in such activities and/or use of such equipment may result in my injury or illness including but not limited to bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of **HAP**; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of **HAP**, or by any other person.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **HAP** and it's owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Paintball and/or Airsoft equipment or my participation in Paintball and/or Airsoft activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of **HAP**. This waiver is good through **3/1/2020**.

MEDICAL PERMISSION AUTHORIZATION

If the participant is of minority age, the undersigned parent or guardian hereby gives permission for **HAP** to authorize emergency medical treatment as may be deemed necessary for the child named below while participating in Paintball and/or Airsoft games.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE HAP FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Print Name

Age

Date of Birth

Phone

Signature

Address

City, State Zip

Signature of Parent/Guardian (if less than 18 years old)

E-mail

Date: _____

Please return to Avon Old Farms School via email at craftj@avonoldfarms.com or fax at 860-404-4136.

Player Safety Rules

All players and spectators **must read and follow** all safety and game rules without exception. **Any violation of these rules will result in player or spectator ejection from the field of play or the premises.**

- 1) Approved **Full Face Mask/Goggle Systems** must be worn at all times on the field.
- 2) No shooting into or out of the staging area, parking area, or neutral zones.
- 3) No dry firing in the parking lot or staging area due to a city noise ordinance,
- 4) **Barrel plugs must be in at all times when in staging, store, parking lot and on the field in between games. Barrel plugs** are not squeegees, or rags, or towels.
- 5) Do not shoot the wildlife, trains, referees, spectators, etc.
- 6) No climbing trees or on top of structures.
- 7) No physical contact.
- 8) No potentially dangerous gear. Players may not bring any form of tools onto the playing field. No types of firearms, pyrotechnics, or explosives are allowed. The game site operator must approve all personal equipment.
- 9) Avoid field hazards.
- 10) Construct no booby traps.
- 11) No alcohol or illegal drugs are allowed on the premises.
- 12) No verbal abuse.
- 13) Do not remove the power source (tank) or any other parts from the rental guns.
- 14) No blind shooting. Players may only shoot what they can see.
- 15) Judges decisions are final. No players will be allowed to argue with any judge.
- 16) Spectators must wear goggle/ full-face mask with ear protection also unless behind the safety net 10 feet.
- 17) Marker speed over 280FPS will result in ejection.
- 18) No enhanced triggers.
- 19) Trigger guards mandatory on all markers.
- 20) If you are hit during the game you must:
 - a) Yell as loud as possible, "I'M HIT!" or "I'M OUT!"
 - b) Immediately put your barrel plug in
 - c) Raise your gun over your head and immediately proceed off the field.
- 21) No Bunkering (no shooting another player closer than 20 feet)
- 22) Long Pants and Long sleeves are required. Knee pads are *required* if you intend on sliding, otherwise kneepads are strongly recommended.
- 23) Players will be ejected for wiping off paint or playing through hits
- 24) Players with field paint only colored wristbands must use field paint only. Violators will be immediately ejected.
- 25) We are not responsible for your personal possessions, please keep your cars locked, and an eye on your gear at all times.
- 26) Players must wear wristbands around the wrist snug enough not to fall off.
- 27) No portable fill stations allowed on site.
- 28) Management reserves the right to eject any player without refund at its discretion.