



## Recreational Activity Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement

**Express assumption of Risk associated with Recreational Activities. Minimum age required is 6 years old**  
(Please read and insure you understand the implications of signing.)

I, \_\_\_\_\_ (first, last, & middle initial) do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as Outdoor Laser Tag, including the rental of equipment and transportation associated therewith of which I am about to engage in. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, impact of the body upon the water, injection of water into my body orifices, encountering objects either natural or man-made, exposure to animals with the attendant risk of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death.
4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, rapids, weather, trails or route location.
5. Attack by or encounter with insects, reptiles, and/or other animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

**\* I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.** A set of rules and directions have been provided to me (attached Page 2) which, I agree to follow and utilize at all times during operation and use of the park and its equipment and facilities.

1. **I, HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss of damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE,** the following named persons or entities, herein referred to as releasees.

**Howard O. Hull and Robin A. Hull & Infrared Combat Zone Adventure Parks**

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

**I AS legal GUARDIAN OF PARTICPANT/OR ACTUAL PARTICPANT HAVE READ THIS RELAE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, and UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
Signature of adult parent and/or legal Guardian if Participant is a Minor, and by their signature on my behalf release all claims that both they and I have.

\_\_\_\_\_  
Name of legal Guardian (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Participant/Minor (please print)

\_\_\_\_\_  
Date

Street Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_ E-mail \_\_\_\_\_

# General Rules

## Safety

- Outdoor Laser Tag is a non-contact sport. Do not do anything that may cause injury to either you, or other people, or any props in the site.
- No physical contact between players and no opponent any closer than 5 feet from any opponent
- No behavior is allowed that could cause injury to any person
- Obey referee and park staff instructions at all times. Failure to do so may result in player injury.
- Anyone observing an unsafe act will call for a cease fire and notify the nearest referee or park staff.
- NO real knives, real guns, paintball guns, blank fire pistols, or any other object that is capable of firing a projectile.
- NO illegal substances or drugs on the premises
- NO alcohol on the premises
- If you encounter a non-playing member of the public in the park, please stop what you are doing, answer any questions they have (nicely!) and inform the rest of the players nearby. Also inform the nearest referee so that they may ask them to leave the park during game play.
- Do not attempt to harm or capture any wildlife. If you encounter any wildlife that may pose a threat (snakes, spiders, scorpions, coyotes, etc.) move away slowly and notify the nearest referee or park staff.

## Game Play

- The referee will signal 'end-of-mission' when the mission objective is complete or all players on a team are reduced to zero lives.
- When you run out of ammo or lives you must return to the field referee or back to the Base or Dead Zone
- The referees or park staff reserves the right to reorganize teams before each mission to ensure balanced teams depending on the scenario chosen.
- Do not go outside of given field boundaries or outside the park boundaries stated by employees

## Equipment

- Do not leave the park with any **iCZAP** equipment. Any missing equipment will be reported as stolen to local law enforcement.
- If players damage any park equipment due to neglect or abuse, the player is responsible for the cost of repair or replacement, depending on severity of damage.
- Maintain possession of your rented equipment at all times. Do not leave rented equipment on the field of play. You will be charged the full replacement cost for any equipment that you do not return to the rental desk.

**Any violation of any of these rules will result in a player being removed from the park without a refund. Repeat violators will be banned from the park indefinitely.**

## Appropriate Attire

While outdoor laser tag is a safe activity, the player assumes some risk when engaging in any outdoor activity on uneven, wooded terrain. Much of this risk can be mitigated by dressing appropriately. While full camouflage type attire is certainly encouraged, it is not necessary to play. We do however recommend that all players wear long pants and close-toed shoes. Since this is a natural wooded environment, there are thorns and sharp objects in the field of play.

Even though there are no projectiles fired by any of our equipment, players may opt to wear some type of eye protection to protect from tree limbs and such while running through the park during play. Again, since this is an outdoor activity, we recommend that you use some type of insect repellent to protect from mosquitoes, chiggers, and ticks which are common in North Texas, especially during the warm weather seasons.

Please signify below with your initials that you have read and understand the General Rules and Appropriate Attire sections of this waiver form

Initials here \_\_\_\_\_ Date \_\_\_\_\_