

# MAJOR LEAGUE PAINTBALL LLC, DBA US PAINTBALL LEAGUE

## RELEASE AND WAIVER OF LIABILITY AND GRANT OF MEDIA LICENSE

In consideration of MAJOR LEAGUE PAINTBALL LLC, DBA US PAINTBALL LEAGUE ("USPL") allowing me to participate and/or be present as a player, referee, field personnel, photographer, contractor or other participant in its paintball tournament ("tournament") on the beach located in Huntington Beach, CA from March 27 to April 10, 2009 and furnishing to me services, equipment, access and/or other good and valuable consideration in connection with the tournament, receipt of which I hereby acknowledge, I hereby agree as follows:

By my participation in and/or presence at the Tournament and/or use of equipment, I hereby voluntarily assume all risks and dangers and accept all responsibility for any injuries, losses or damages of any kind to me or caused by me, including my death. I fully understand and acknowledge that: (A) paintball involves hazardous and dangerous activities and that I am likely (intentionally or unintentionally) to be exposed to hazardous and dangerous conditions; (B) my participation in and/or presence at the Tournament and/or use of any equipment may result in my injury, illness or death, including but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, eye injury, blindness, permanent disability, heat stroke, heart attack or other ailments that could cause serious disability; and (C) these risks and dangers may be caused, in whole or in part, by (1) the negligence or other conduct of USPL, its owners, members, agents, managers, officers, employees, subsidiaries, vendors, sponsors, advertisers, contractors, and/or lessors of premises, (2) Tournament participants, spectators, or any other person or entity, (3) accidents, (4) breaches of contract, (5) forces of nature, or (6) other causes, whether or not foreseeable.

I hereby grant to USPL the irrevocable, worldwide, perpetual and exclusive right and license to photograph, videotape, film, and/or record me, and use my name, likeness, voice, biography, all of my activities in connection with the Tournament (collectively, the "Material"), in: (A) the Tournament; (B) all forms of media now known or hereafter existing including; without limitation, television, motion pictures, internet/web casting, publishing, videocassette/DVDs, and all ancillary and subsidiary rights therein (collectively referred to as the "Program"); and (C) all advertising, promotion, marketing, merchandising, production, distribution and other exploitation of the USPL, the Tournament and Program. I acknowledge and agree that USPL shall own in perpetuity throughout the world all copyrights, including, without limitation, all renewals and/or extensions thereof, in and to the Tournament, Program and Material.

**I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily and irrevocably release, waive, discharge, hold harmless, defend, indemnify and covenant not to sue USPL, its owners, members, agents, managers, officers, employees, subsidiaries, vendors, sponsors, advertisers, contractors, lessors of premises and successors and assigns (collectively, the "Releasees") from any and all claims, actions or losses for personal injury, property damage, wrongful death, loss of services, economic loss, rights of privacy or publicity, medical expenses or otherwise which may arise out of my participation in and/or presence at the Tournament and/or use of any equipment, whether due to my own actions or the actions of any third party. 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 of the Releasees.**

This Release And Waiver Of Liability And Grant Of Media License ("Release"): (A) shall be governed by California law; (B) shall be binding upon me, my successors and assigns, and (C) cannot be amended or modified without a writing signed by me and USPL. I hereby consent to the exclusive jurisdiction of the state and federal courts of the State of California sitting in Los Angeles County over any action, suit or proceeding arising out of or relating to this Release and/or the Tournament. In the event of a dispute arising out of or relating to this Release and/or the Tournament, my remedies, if any, shall be limited to an action at law for monetary damages (excluding any incidental, consequential, special or punitive damages). I shall not be entitled to terminate or rescind this Release, or seek an injunction or other equitable relief.

### MEDICAL PERMISSION AUTHORIZATION

I authorize USPL to provide emergency medical treatment to me as may be deemed necessary by USPL. If I am of minority age, my undersigned parent or guardian hereby gives permission for USPL to authorize emergency medical treatment as may be deemed necessary for me while participating in the Tournament.

**I HAVE READ AND UNDERSTAND THE ABOVE RELEASE AND WAIVER OF LIABILITY AND GRANT OF MEDIA LICENSE.**

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Print Name	Date of Birth	Phone	Email
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Signature	Today's Date	Address	City, State Zip
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Signature of Parent/Guardian (if less than 18 years old)	Relationship to Participant	Today's date	Email	Phone
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Team Name: \_\_\_\_\_ Team Division: \_\_\_\_\_