

**MALAYSIAN NATIONAL PAINTBALL LEAGUE 2010 (CYCLE 5)**  
**RELEASE OF LIABILITY, ASSUMPTION OF**  
**RISK, INDEMNITY AND PUBLICITY**  
**AGREEMENT**



**Read Before Signing**

NOTE : THIS FORM MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS ALLOWED TO TAKE PART IN ANY PAINTBALL EVENT, OR HAVE ACCESS TO THE PLAYERS' AREA OR FIELD OF PLAY.

PARTICIPANT'S NAME : \_\_\_\_\_ AGE : \_\_\_\_\_

*(Please fill in with CAPITAL LETTERS)*

IN CONSIDERATION of being permitted to participate as a player, referee, reporter, or in any other way in paintball activities sanctioned by the Malaysian National Paintball League(MY-NPL), I acknowledged and agree that:

1. The risk of injury in paintball activities is significant, including the potential for permanent disability and death. Although protective equipment and personal discipline may reduce this risk, the risk of serious injury and death remains. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, known and unknown, EVEN IF ARISING FROM THE ORDINARY AND GROSS NEGLIGENCE of persons released from liability below, and assume full responsibility for my participation.
2. I understand that the activities of paintball are physically and mentally intense. I understand the rules of play and will comply with all rules relating to the activity and rulings of the officials. Notwithstanding the foregoing, if I observe any unusual or unnecessary hazard during my participation, I will avoid the hazard and promptly bring it to the immediate attention of the nearest Activity official. I realize paintball is only a sport and that my responsibility to myself and others for my safety is paramount, and I will refuse to participate in any manner which I believe may include any unusual or unnecessary hazardous condition even if it may result in my disqualification. If I am a referee or other official, I will interpret and enforce the rules to avoid unusual or unnecessary hazardous conditions.
3. I will only use paintballs which are water soluble, non-staining, and other wise conform with ASTM F-1979 standard specifications.
4. I, for myself and on behalf of my heirs, assigns, personal representatives, relatives, and anyone claiming through me, HEREBY RELEASE AND HOLD HARMLESS FROM LIABILITY the MY-NPL, the owners or lessors of premises and facilities used to conduct the paintball activities, and all of their officers, officials, agent, independent contractors and/or employees ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE ORDINARY OR GROSS NEGLIGENCE OF THE RELEASEES OR OTHERWISE, except that which is the result of intentional misconduct or other conduct for which such a release is invalid as a matter of law. I shall defend and indemnify the Releasees from all claims brought against them which have been released by this Agreement or which arise from the breach of my obligations under this Agreement. This Agreement is for the benefit of the Releasees only.
5. I consent to the use of my name, biographical and statistical information, voice and likeness on or in connection with any print media, DVD, tape, webcast, radio or television programme relating to any Activities by MY-NPL, any advertising, publicizing or other such commercial use ("Publicity") of such program as may be designation by MY-NPL. I waive all rights to compensation for Publicity. MY-NPL and its sublicensees and assigns may use, reproduce or other wise disseminate or publish Publicity, directly or indirectly, for any commercial or other legitimate purpose in any manner and at any time desired.
6. This Agreement covers each and every paintball Activity in which I have participated in the past and may participate hereafter.
7. This Agreement is governed by the law of Malaysia. I consent to the exclusive jurisdiction of the courts of Malaysia and of each jurisdiction in which I participate in an Activity to resolve any issue related to or arising under this Agreement or my participation.

I HAVE READ THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND PUBLICITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY REPRESENTATION OR WARRANTY.

\_\_\_\_\_  
*Participant's Signature*

\_\_\_\_\_  
*Date Signed*

\_\_\_\_\_  
*Date of Birth*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*NRIC No.*

\_\_\_\_\_  
*Tel No.*

\_\_\_\_\_  
*E-Mail Address*

**FOR PARTICIPANTS OF MINORITY AGE UNDER LAW OF ACTIVITY LOCATION**  
**(GENERALLY, UNDER AGE 18 AT TIME OF REGISTRATION)**

I, for the above participant, myself, heirs, assigns: (1) consent and agree to the entire above Agreement; (2) agree to release, defend and indemnify all Releasees from any and all claims and liabilities incident to or arising from the above participant's participation in Activities; and (3) represent and warrant my authority to make such representations and agreements with the intent that they be relied upon.

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Parent/Guardian or Other Responsible Party*