

Paintball Players Waiver

In consideration of CanadianPaintball.com paintball field and CanadianPaintball.com website furnishing services and/or equipment to enable me to participate in paintball games, I agree as follows: I fully understand and acknowledge that; (a) risks and dangers exist in my use of Paintball equipment and my participation in Paintball activities; (b) my participation in such activities and/or use of such equipment may result in my or illness including but not limited to bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, allergies, 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 CanadianPaintball.com paintball field and CanadianPaintball.com website, 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 CanadianPaintball.com paintball field and CanadianPaintball.com website 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 the owners, agents, officers and employees of CanadianPaintball.com paintball field and CanadianPaintball.com website 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 equipment or my participation in Paintball 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 CanadianPaintball.com paintball field and CanadianPaintball.com website.

I HEREBY CERTIFY:

I am 18 years of age and in good mental and physical health and if below the age of 18, I will have parent or guardian's written permission allowing permission to play or observe the game of paintball.

FOR THE USE OF THE FACILITIES OR ANY OTHER CONSIDERATIONS I AGREE THAT:

1. I am aware that the game of paintball is a strenuous game, physically and mentally challenging involving possible risk of injury from equipment or other players and playing environment. I realize that it is the intent of players in paintball to assault me during the game and that in order to do so, players will try to overcome any resistance that I may exert by the use of force, including the use of a paintball gun. This gun is powered by compressed Air or CO2 which can exert a pressure of up to 800psi and a range of over 150 feet. The pellet projected from such guns measures approximately .68 inch in diameter and made of biodegradable non-toxic shell and dye. The force of impact can exceed 11 feet pounds, at a velocity of 300fps, or 330km/h.
2. I undertake total responsibility for any injuries incurred which is associated with playing in paintball games at CanadianPaintball.com Paintball Park.
3. I hereby pledge to play paintball at CanadianPaintball.com Paintball Park only in accordance with the safety instructions rules and guidelines for which I have read and do understand.
4. I understand that CanadianPaintball.com Paintball Park does not warrant the condition or safety of equipment, facilities or premises, natural or constructed or the availability of a doctor or medical care.
5. I acknowledge that CanadianPaintball.com Paintball Park and their respective officers, agents; employers are not insured for any liability that may attach to them by me having agreed to participate in the CanadianPaintball.com Paintball Park games.
6. I hereby exempt myself, heirs, executors, administrators, successors, and assignees to indemnify and save harmless and keep indemnified CanadianPaintball.com Paintball Park, their equipment and manufacturers, suppliers, as well as the staff, agents, representatives, employees, promoters, officers, shareholders, guests, invites, mandatory and assignees of the aforementioned from and against any and all action claims, costs, expense or damage to the person or property of myself, or of any other participant or guest, however caused, arising out of or in connection with my playing and attending or the premises on which the offered air marker games, CanadianPaintball.com Paintball Park, is played and notwithstanding that the same may have been contributed to or occasioned by the negligence of the said parties, their respective staff, instructors, servants, officials, representatives, agents, officers, participants, directors, shareholders, promoters, guests, assignees, other players, and which negligence may relate, without limiting the generality of the foregoing, to the manufacture, selection, delivery, possession, use and operation of equipment and supplies, and the selection and the maintenance of the premises and the natural environment, and the conduct and supervision of the air marker game. I agree that this waiver is intended to be as broad and inclusive as is permitted by law of the Province of Manitoba in which the air marker game is conducted and that at such time if any portion thereof is held invalid, it is agreed that the balance shall, nevertheless, continue in full legal force and effect.
7. I accept full responsibility for return of replacement value of the following equipment upon termination of the CanadianPaintball.com Paintball Park game. Tippmann Pro Carbine - \$300.00, Mask - \$40.00, HPA Tank - \$120.00.
8. I have read and fully understood this agreement in its entirety and recognize it is legally binding and that I have executed same of my own free will without incurring and duress whatever. I also acknowledge that I have the right to withdraw from CanadianPaintball.com Paintball Park games with no forethought of refund.
9. I have read carefully and agree to the safety instructions and rules of CanadianPaintball.com Paintball Park as many be established by its agents, including, those set below and I will comply with all rules of the game and use the equipment so as not to injure or hurt other players, and I further state that I will comply with all the rules set by the game referees, and I agree that my right to play the game to use the equipment may be terminated without refund if I fail to follow such safety instructions and rules.
10. CanadianPaintball.com may use my image in the form of photographs or video images for the purpose of media distribution or for profit activities for its own uses from my participation at Canadian Paintball Park. I accept that I will not receive any form of compensation from Canadian Paintball Park if my image is indeed used by Canadian Paintball Park and that those images are property of CanadianPaintball.com. I also accept that I must receive permission from CanadianPaintball.com either verbally or written to procure photographs or video images from activities at CanadianPaintball.com, and without this permission, I am committing copyright infringement.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE TO ITS TERMS 100%. I ALSO UNDERSTAND CANADIANPAINTBALL.COM PAINTBALL PARK WILL KEEP A RECORD OF THIS WAIVER FOR 7 YEARS AS PER REQUIRED BY LAW.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Phone \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

Postal Code \_\_\_\_\_

Signature or Parent/Guardian \_\_\_\_\_  
(If less than 18yrs. old)

