

ULTIMATE PAINTBALL - Rules, Waiver & Photography Release

All players must be 10 years of age on the day they play at the field. Goggles must always remain on while inside the playing fields or around the playing fields. Barrel bags must always be used to safely secure the paintball gun and to prevent accidental discharges. Only paint purchased at Ultimate Paintball can be used at the field. Physical contact of any kind is not permitted and will be dealt with appropriately. Intoxication of any kind will not be permitted at the field. Players show up ready to have fun with friends and family in a safe environment and everyone will be treated with the respect they deserve. **All the rental equipment must be returned at the end of the playing session and in good working order and not broken or damaged or the player will be charged the replacement value.**

WAIVER AND RELEASE OF LIABILITY FORM

RELEASE OF LIABILITY, WAIVE OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE: Ultimate Paintball Ltd.

PLAYING FIELD: ULTIMATE PAINTBALL located at 1151 25th Side Road, Milton (Moffat) ON L0P 1J0

ASSUMPTION OF RISK:

1. I, the undersigned, wish to play paintball or airsoft, and I recognize that playing paintball or airsoft (both of which are hereinafter referred to as "the Game") involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of equipment used in the Game and injuries from tripping or falling over obstacles in the Game playing field. In addition, I recognize that the exertion of playing the Game could result in injury or death.
2. Despite these and other risks, and fully understanding such risks, I wish to play the Game and hereby assume the risks of playing the Game. I also hereby hold harmless the "Sponsors" and indemnify them against any or all claims, actions, suits, procedures, costs, expenses (including attorney's fees and expenses), damages and liabilities arising out of, connected with, or resulting from playing the Game, including without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of such equipment. I hereby release the Sponsors from any and all such liability, and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns. I hereby certify to the Sponsors that I am in good health and do not suffer from a heart condition or other ailment which could be exacerbated by the exertion involved in playing the Game. I further certify that I am 18 years or older.

PLAYER **INITIALS** ...OR PARENT / GUARDIAN **INITIALS** IF PLAYER IS UNDER 18: _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of participating in the game, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS, that I have or may in the future have against 'Ultimate Paintball Ltd.', their directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as "the Releasees");
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation in the Game due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in the Game; and
4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT MY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNEES MAY HAVE AGAINST THE RELEASEES. I HAVE READ AND UNDERSTOOD THE ABOVE RULES AND I AGREE TO PLAY THE GAME IN ACCORDANCE TO THEM. FAILURE TO FOLLOW THE RULES MAY RESULT IN MY REMOVAL FROM THE GAME.

PHOTOGRAPHY and VIDEO RELEASE

Other players/persons may be taking photos and videos on and off the playing field. By playing at our field, you are playing with the understanding and your explicit consent that your photo may be taken while on our property. I understand my photo may be taken and I hereby release any photo or video images taken by Ultimate Paintball to be used by Ultimate Paintball for promotion and/or advertising purposes.

Month: _____ Day: _____ Year: 20 _____

Name of Player: _____ OR Name of Parent/Guardian: _____

Signature of Player: _____ OR Signature of Parent/Guardian: _____

Street Address: _____ City: _____ Province: _____ Postal Code: _____

Country: _____ Phone #: _____

Email: _____