

## EACH INDIVIDUAL MUST READ AND SIGN THIS RELEASE OF LIABILITY PRIOR TO PARTICIPATION

In consideration of participating in the sport of paintball, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising negligence Battle Zone Paintball Park III and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

- 1. I acknowledge that the sport of paintball involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, blindness, bruises or other injuries caused by markers; injuries caused by falls or collisions with objects, other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
- 2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Release from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
- 5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
- 6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and agree to be bound by its terms.

PARTICIPANTS NAME (please print)	PARTICIPA	ANTS SIGNATURE	
HOME ADDRESS	PHONE NUMBER	DATE	
MINOR AGED PARTICIPANTS			
All players under the age of 18 at the time of pa	articipation must have a parent or g	guardian sign below.	
		gned participant and agree to his/her release. I also agree to hare brought by or on behalf of minor or are in any way	0

DATE SIGNED

PARENT/GUARDIAN'S SIGNATURE



## READ AND COMPLETE ALL BLANKS

NAME		
Please Print Clearly	Age	Team Captain or Group Leader Name
Address		
Street		Home Phone/Work Phone
City State Zip		Email

## SAFETY RULES (MUST BE READ TO PLAY)

- 1. Always wear approved goggles at shooting range and in or near playing field. Not adhering to this rule is cause for immediate dismissal from the games. In goggle required areas the goggle/mask may not be removed for any reason which includes but is not limited to: fogging, painted lenses or during an injury.
- 2. A barrel blocking device must be used when not shooting or when you are not in an active field of play.
- 3. Never shoot at anyone who is not wearing approved eye protection or anyone who so safety gear is not in place.
- 4. A player is emphatically disallowed from shooting at any other player showing a neutrally symbol, any nonplayer, any judge or any animal or bird.
- 5. No player may shoot at any person, object or animal outside the perimeter of the active playing field.
- 6. No player may intentionally shoot at any other player's head or face. Repeats will be out of the game for the rest of the day.
- 7. Observe all safety rules applicable to firearms when handling paintball guns or other gas powered devices capable of launching projectiles
- 8. Never shoot anything from a paint gun except the water-soluble paintballs provided.
- 9. All paint guns must be chronographed prior to use in play and shall not exceed a velocity of 280 feet per second.
- 10. Never shoot at another person in anger or with intent to cause harm.
- 11. Firearms, knives, and explosives are strictly forbidden.
- 12. No physical confrontation between players, i.e. hand-to-hand combat, taking prisoners, etc. is
- 13. Consumption of alcohol on the premises or in the parking area is prohibited.
- 14. National, regional, state, provincial, and local laws apply.
- 15. Paintball guns or other gas powered devices used in paintball games must not have a paintball or other projectile chambered while in the staging or parking area.
- 16. Never look down the barrel to see if it's dirty. Just squeegee the barrel or use your fingers to check it.
- 17. Paint guns without approved barrel blocking devices must be carried on safe, with the barrel pointing to the ground while in the staging, neutral, or parking areas. No waving them around in a neutral area.
- 18. No going up trees (or on roofs, if applicable)
- 19. No discharging or dry firing of paintball guns is allowed in any neutral or non-playing areas.
- 20. Do not use a paint gun until you have been versed on its use and understand such use,
- 21. Do not shoot across neutral or staging areas or parking lots.
- 22. You cannot play or spectate without signing a waiver/liability release. NO PROFANITY ON PREMISES

WE MAINTAIN THIS RIGHT TO REFUSE PARTICIPATION TO ANYONE ON ANY THE FIELD FEE **OLATIONS** 

GROUNDS DEEMED APPLICA OR RENTAL FEES IF YOU ARI	BLE BY US. THERE A	RE NO REFUNDS OF T
PARENT/GUARDIAN'S SIGNATURE	DATE SIGNED	_