GOPHER HILL PAINTBALL INC. Locker Colour/No. Player's Name: Gun Rental No. Telephone: _____Cell: ____ Speed Loader _____ Other Address: Email: _____ Please read and **initial** each section: A) _____ I consent to the free use of my photograph or other recorded image or sound reproduction in any future promotional or advertising material in such form and at such times as the air gun game promoters may in their sole discretion determine, and I hereby waive any claim for compensation in respect of such use. B) _____ I accept full responsibility for returning all equipment in good working order. I recognize I am responsible for the replacement value of lost or damaged equipment that I rent or borrow from GOPHER HILL PAINTBALL INC. Paintball marker - \$400.00 Mask/Goggles - \$75.00 Barrel Plugs \$5.00 Armbands - \$5.00 Speed loaders - \$5.00 each I give permission for my bags, possessions, vehicle and locker to be searched for contraband, illegal drugs, alcohol or walk-on paint. D) _____ All paint, which is used on the playing field in all games, must be purchased at GOPHER HILL PAINTBALL INC. No exceptions. No walk-on paint will be permitted. I understand that violators will be asked to leave the field with no refund offered for the game/day rentals. I will play paintball only in accordance with the safety instructions, rules and guidelines that I hereby acknowledge as having read and understood. **Safety Guidelines:**

- Mask/goggles are to be worn AT ALL TIMES wherever the guns may be fired, on the field, the
 firing range, before, during and after games. They may never be removed in these areas for any
 reason. Violation will result in game suspension for the first offence, and day expulsion for the
 second offence.
- Barrel plugs must be in gun barrel at all times when not on the playing field, or firing range.
- If an emergency situation arises (i.e.: goggles fall off, serious injury, etc) yell, "FREEZE". Each player who hears this will in turn yell, "FREEZE" and so on. All play will immediately stop. No one will move while the FREEZE rule is in effect and there will be no communication between players. The FREEZE will continue until the referee restarts the game.
- Always wear protective eyewear when using or around persons with air guns. Never point an air gun at any person not wearing protective eyewear. Never remove protective eyewear when playing or physically in the playing area. NO AREA IS TOTALLY SAFE.
- No full-auto paintball markers. *Max velocity is 280 fps* for .68
- Privately owned guns must be chronographed before being allowed on the playing field. Any
 violation results in confiscation of the gun. Any show of ill intent on the player's part will result in
 his/her expulsion from the field.
- Consumption of alcohol or drugs means instant expulsion from the game.

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

To: Gopher Hill Paintball Inc.

Assumption of Risk:

- 1.) I, the undersigned, wish to play <u>Paintball</u>: I recognize and understand that playing <u>Paintball</u> (hereinafter called the "Game") involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the 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 my 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 of age or older.

(Initials)

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 <u>Gopher Hill Paintball Inc.</u> their directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as "the Releases'");
- 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 *Paintball* 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 *Paintball* 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.

THIS AGREEMENT I	AM WAIVING CERTAIN	GREEMENT, AND I AM AWARE THAT BY SIGNING I LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF SSIGNS MAY HAVE AGAINST THE RELEASEES.
Signed this	day of	20
Witness		Signature of Adult 18 years or Older
		(Please print name clearly)
		Signature of Parent/ Guardian if Participant is less than 18 years old
		Print Name