

# Wasaga Beach Paintball Safety Briefing and Photography Release

1. Goggles **must** remain on at times while in and around the playing fields, **Never** remove or lift your mask while in the playing fields.
2. Barrel plugs must be in your paintguns **before** entering the safety area. **Never** remove your barrel plug while outside the playing field.
3. Paintguns may only be discharged while in the playing field. **Never** fire the gun outside the designated playing area (this includes safety area and parking lot), whether there is paint in the gun or not.
4. Paintballs **must** be purchased from Wasaga Beach Paintball. Anyone caught using non-field paint will be **asked to leave**.
5. Always handle paintball guns in a **safe and responsible manner**, remember to keep your finger off the trigger in the safety area.
6. Prizes will be drawn using waivers, you must be present to win and must show your players card with no infractions in order to claim your prize.

I hereby release any photo or video images to be used by Wasaga Beach Paintball Adventure for promotion and/or advertising.

I have read and understand 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 without refund or loss of points for my team.**

Signed: \_\_\_\_\_ Date: 16<sup>th</sup> August 2008

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

## 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: Wasaga Beach Paintball Adventure, a/o 1533292 Ontario Inc.

Assumption of Risk:

1. I, the undersigned, wish to play Paintball and/or Airsoft, I recognize and understand that playing Paintball and/or Airsoft (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 manufacturers, 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.

**PLAYER OR GUARDIAN INITIAL**

### 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 Wasaga Beach Paintball Adventure a/o 1533292 Ontario Inc., 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 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/or Airsoft; 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.**

Signed this 16th day of August, 2008.

Signature of Parent/Guardian if Participant is less than 18 years old: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Print name clearly: \_\_\_\_\_

Print name clearly: \_\_\_\_\_

Witness: \_\_\_\_\_

Gun Owners: Fill in your address below to be added to our mailing list

Address: \_\_\_\_\_ City: \_\_\_\_\_ Prov: \_\_\_\_\_ Postal Code: \_\_\_\_\_

The section below is for administrative use, please do not fill out

Renter GUN #: \_\_\_\_\_

Gun Owner

Member

AMOUNT PAID: \$ \_\_\_\_\_