

**Waiver and Release of Liability
Application to Play the Paintball Game**

Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement

1. I, the undersigned wish to play the Paintball Game (hereinafter referred to as the Game) operated by **Warriors Calling** in Trenton, Ontario. I recognize and understand that by playing the Game I could become injured in many different ways. Risks and Dangers include and are not limited to, over-exertion in playing the Game, injury resulting from the impact of the paintballs used in the Game, injuries resulting from tripping or falling, injuries resulting from possible malfunction or defects in the equipment used in the Game or in the playing field, injuries resulting from misconduct or negligence on my behalf, other players or the game operator or its employees (hereinafter referred to as **Warriors Calling**). In addition, I recognize that I may suffer injuries even if I am playing the Game in accordance with the rules set forth by **Warriors Calling**. I recognize that these injuries could be serious, including by example and not limited to the loss of sight or even death.
2. I have read and fully understand Paragraph 1. I understand that by signing this application to play the Game, I release, discharge and agree to hold harmless and indemnify **Warriors Calling** and it's employees from any and all liability of any kind or nature including, but not limited to, liability for injuries from the hazards or dangers described above and from any claims, including for example, but not limited to, claims for negligence, strict liability, premises liability and others, claims actions suites, procedures, costs, expenses including legal fees and expenses, on a solicitor and his own client basis, damages - direct or indirect and consequential, and liabilities arising from the manufacture, selection delivery, possession, use or operation of the equipment or from any acts or omissions of **Warriors Calling** and it's employees, directors and shareholders, even if such acts constitute negligence or misconduct. I hereby release **Warriors Calling** and it's employees 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 **Warriors Calling** that I am in good health and do not suffer from heart condition or other ailment which could be exacerbated by the exertion involved in playing the Game. **I further certify that I am of the age of 18 or older.**
3. I hereby promise to play the Game only in accordance with the rules of the Game as set forth by **Warriors Calling** in particular, **I agree:**
 - A. To wear a safety mask at all times when I am playing on the field or at the target area, and to keep the safety mask snug by pulling the straps tight. I understand that serious eye injury, including loss of eyesight, could occur if the safety mask is not on when a paintball marker could be discharged anywhere near me.
 - B. To stay within the boundaries of the field.
 - C. At all times I will keep the paintball marker that I am using safety on and use a barrel blocking device while in the staging areas. To aim or point a paintball marker at another person only during an active game.
4. If I have chosen not to use the paintball marker or safety mask available from **Warriors Calling**, I hereby certify that the paintball marker and safety mask which I have chosen to use are at least as safe as **Warriors Calling** and do hereby further and specifically indemnify and save harmless **Warriors Calling** and it's employees from any and all claims arising out of any additional risk resulting from my use of paintball marker or safety mask other than those available from **Warriors Calling**.
5. I agree to ask **Warriors Calling** for clarification of any rule, safety procedure or equipment instruction.
6. This application to play the Game and specifically the waiver of liability, indemnity and release of liability including the agreement to hold **Warriors Calling** harmless shall also apply to pre-and-post-Game access or activity by the undersigned on or about the Game playing area and the areas adjacent to the playing field.
7. I have read this document carefully and understand that by signing below I am agreeing on behalf of myself, my estate, my heirs, representatives and assigns not to sue or make a claim against **Warriors calling** and it's employees, nor to hold **Warriors Calling** or its insurers, if any, liable for any injury, including death, resulting from my playing the Game. I am further agreeing on behalf of myself, my estate, my heirs, my representatives and assigns that I will hold **Warriors Calling** or its insurers, if any, harmless and indemnify them in the event any claims are brought against them for injuries to me or injuries caused by my actions. **I intend to be fully bound by this agreement.**

By virtue of my signature, I acknowledge and agree to all terms and conditions set forth in this form

Players Name: _____ Contact # _____

Signature _____ Date _____

For Participants under the age of 18 (Parent or Guardian must read this form and sign below)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree with the terms, waiver of liability and release of liability set forth in paragraphs 1 through 7 of the Application to Play Paintball and Waiver of Liability and Release of Liability, I also agree on behalf of myself, the above named participant, his/her estate, heirs representatives and assigns that I will hold **Warriors Calling**, it's employees, directors, shareholders or it's insurers if any harmless and indemnify them in the event of injury to the above named participant or others caused by the above named participants actions. I intend to be fully bound by this agreement. I further certify that the participant under the age of 18 years of age is 10 years of age or older.

Parent/Guardians Name: _____ Contact # _____

Signature: _____ Date: _____