

Liability Release Waiver and Rental Agreement

NAME: _____

Address: _____

City: _____ Prov _____ Phone# _____

The Rules

I understand that by agreeing to all points below that I agree to adhere
To **ALL** rules and regulations of Stormin Normans Paintball Adventures.

- (a) I agree never to point an air gun at any persons not wearing protective eye wear, to never remove protective eye wear when playing in the game field or at any time. I acknowledge that to do so may result in serious injury to my eyes.
- (b) I understand that I should avoid aiming & shooting anyone in the head and face whenever possible.
- (c) I agree to use equipment only as and when instructed and will obey all game rules and regulations.
- (d) I understand that I am financially responsible and will be charged for any and all damage I intentionally cause while on the premises of S.N.P.A
- (e) I agree never to use any projectile other than that supplied for the use with the game; and to purchase all paint pellets from S.N.P.A.
- (f) I agree not to use or carry any weapon, dangerous substance, or device and to only use the air gun supplied by and approved by the game instructor.
- (g) I agree the game operator(s), their agents, instructors and personnel shall have the right at any time which they may exercise in their sole and absolute discretion, to cancel my participation in the air gun game offered for any reason whatsoever and without finding cause.
- (h) I agree to take care of the air gun in my possession, and should I loose the gun, or return it to S.N.P.A in a condition other than reasonable wear and tear, at S.N.P.A's opinion, I hereby agree to pay for any loss or damage to said air gun or rental equipment. I also agree to pay for any other damage caused to the facility by my actions.
- (i) I also acknowledge and understand that I have the right to ask questions at any time with the view of understanding the complete game process and the operation of it's entirety during and after the game briefing.
- (j) I am aware that S.N.P.A does not warrant the condition of the safety of the equipment, facilities or premises, natural and constructed or the availability of emergency and medical care, connected with S.N.P.A.
- (k) I agree to have my barrel plug in my air gun unless I am playing the game. I am at least 18 years of age and in good mental and physical health and if I am under 18 years of age, I will have a parent or guardians signature allowing me to participate in the games.

In return for the use of the facilities and/or considerations, I state and agree:

- (a) I am aware that the game of paintball at S.N.P.A is physically and mentally strenuous game involving the possibility of injury from equipment, other players and the playing environment. I acknowledge that it is the intent of the other players at S.N.P.A to assault me during the game and that in order to do so; other players will try to overcome any resistance that I exert by the size of force including the use of an air gun. The air gun is powered by CO2 (Carbon Dioxide) which can exert a pressure of 800 psi and fire a projectile 100 feet. The pellet balls projected from such guns measure approximately .68 in diameter, and are made of biodegradable shell and dye.
- (b) I hereby undertake and assume total responsibility for any risk or injury associated with playing or participating in the game of paintball.
- (c) I hereby for myself, heirs, executors, administrators, successors, and assignees **INDEMNIFY** and **SAVE HARMLESS** and keep indemnified Stormin Norman's Paintball Adventures, their equipment, manufacturers, suppliers as well as the staff, agents, representatives, employees, promoters, officers, directors, landowners, guests, invitees, mandatories, and assignees of the

aforementioned from and against any and all actions, claims, costs, expenses, or demands; including legal fees in respect of the death, injury, loss or damage, to the person or property of myself or any other participant or guests, however caused, assign out of or in connection with my playing and attending on the premises on which the offered air gun game, the game played at S.N.P.A is not withstanding that the same may have been contributed to associated by the agents, assignees, other players and which negligence may relate without limiting the generality of the foregoing, to the manufacturer, selection, delivery, possession, use and operation of the equipment and supplies, the selections, maintenance of the premises, the playing area and the conduct and supervision of the air gun game.

- (d) I expressly agree that the foregoing waiver is intended to be as broad and inclusive as permitted by the law of the province of British Columbia in which the air gun game is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, nevertheless continue in full legal force and effect.
- (e) I hereby certify that I have read and understand this waiver in its entirety, and that I have executed some of my own free will without incurring any duress whatsoever. I also acknowledge that I have the right to withdraw from said game at any time.
- (f) I consent to the free use of my photograph or other recorded image in any further promotional or advertising material in such form and items as the air gun promoters in their sole discretion determine, I hereby waive any claim for compensation in respect of such use.
- (g) I further declare that this document has been drawn up in the English language at my request.
- (h) I accept full responsibility for return or replacement value of the following equipment upon termination of the game at S.N.P.A: Clothing: \$20: Air Gun: \$350 Goggles: \$100

- (i) I have read and understand this agreement and recognize it as legally binding.

I HEREBY HAVE READ AND UNDERSTOOD THE ABOVE

SIGNATURE _____

Day _____ Month _____ YEAR _____