

HOLE IN THE WALL

WAIVER OF LIABILITY

APPLICATION TO PLAY PAINTBALL AND

TO OBSERVE ACTIVITIES ASSOCIATED WITH PAINTBALL WAIVER OF LIABILITY AND ASSUMPTION OF RISK

THIS IS A LEGALLY BINDING DOCUMENT. PLEASE READ CAREFULLY.

Every person entering upon the premises of the Paintball Playing Facility must sign a copy of this Waiver.

After you read and understand each item in this Waiver, sign your initials on the line after each item. When you sign your initials, you are certifying that you have read and understand the item. If you do not understand any part of this Waiver, you should consult an attorney before you sign.

1. I understand that I may be injured or die while playing paintball. _____
2. I understand that even if all the safety rules are followed, that paintball is an inherently dangerous sport. I freely and voluntarily accept the risk of injury or death from participation in paintball and/or from being a spectator. _____
3. I have received instructions in the use of paintball marking devices ("paintguns"), the safe use of paintball equipment, the rules of the game, and the rules for the event. I understand all these instructions and rules and I will follow them. _____
4. I understand that serious and permanent eye injury, including loss of eyesight, can occur if I do not wear approved paintball safety goggles in any area where a paintball gun may be intentionally or accidentally discharged. _____
5. I understand that goggles can fog or become dirty, and I agree that despite any such problems I WILL NOT REMOVE my goggles under any circumstances while I am on the playing field, at the target area, or in any other area where I may be struck by a paintball. _____
6. I will wear my goggles and keep them securely fastened to protect my eyes at all times when I am on the playing field or at the target area. _____
7. I understand that, although the field operator and staff will attempt to enforce safety and playing rules, I may be injured or die because other persons did not follow the rules. _____
8. I am completely aware of the risks involved in playing paintball, including the risks of being in an area where paintball is played and paintball guns may be discharged. I understand these risks include, but are not limited to equipment malfunctions and injuries due to violation of game and/or safety rules. _____
9. I understand that I will be exposed to risks and hazards while on these premises. I freely and voluntarily acknowledge these risks and hazards and nonetheless wish to play paintball and/or enter on these premises. _____
10. I am legally an adult in this state. _____
I am legally a minor in this state, and my parent or legal guardian has full knowledge of my presence on these premises and/or my participation in paintball. _____
11. I understand that playing paintball involves risks, which include, but are not limited to, the risk of injury from being hit by paintballs, injuries from possible malfunction of equipment used in the game, and injuries from falling over natural or manmade obstacles on the game fields. _____

(Continued on other side)

12. I certify that I m in good health and that I do not have a heart condition, ailment or condition which could be worsened or cause me injury, illness or death as a result of the exertion involved in playing paintball. I understand that I am responsible for consulting with a physician regarding my medical condition before I play paintball. _____
13. As a condition of being allowed on these premises and/or to play paintball, I knowingly and voluntarily waive my legal rights that I may have against the field operator, the land owner, equipment manufactures and distributors, South Haven Paintball Supply and its owners, employees, directors, officers and assigns, Hole in the Wall Paintball and its owners, employees, directors, officers and assigns, and/or the International Paintball Players Association and its directors, officers and assigns. _____
14. I agree to hold harmless each and all of the above names parties, and to indemnity each and all the above named parties against any and all claims, actions, suits, costs, expenses (including attorney's fees and expenses), damages and liabilities arising out of, connected with, or resulting from my playing paintball. _____
15. I understand that by signing this Waiver I freely am giving up certain legal rights. Specifically, I understand that I may not sue any of the parties listed in Item 13 for damages should I be injured while on these premises and/or playing paintball. _____
16. I understand that I must sign this Waiver as a condition of being allowed on these premises and/or to play paintball, I also understand that no one, including the field operator, has the authority to change any of the terms of this Waiver. _____
17. I understand that even if all safety rules are followed, that paintball is an inherently dangerous sport. I freely and voluntarily accept the risk of injury or death from participation in paintball and/or from being a spectator. _____
18. I understand that I cannot play paintball or remain on these premises unless I sign this Waiver. _____
19. I understand this Waiver and I voluntarily wish to play paintball at this facility. _____
20. I understand that I am responsible and fully liable for the equipment issued/rented to me. I also understand I will be financially responsible to HOLE IN THE WALL PAINTBALL for the loss or damage of any such equipment. _____
21. I understand and agree that this Waiver is binding on me, my estate, my heirs, my representatives and my assigns. I intend to be fully bound by this Waiver. _____
22. I have read each and every item on this Waiver. _____
23. I understand what each and every item on this Waiver means. _____
24. I agree to abide by the terms of the Waiver. _____

Group Name: _____	I have my own equipment: _____
Today's Date: _____	I wish to rent: _____
Signature: _____	Pump gun _____
Print Name: _____	Semi auto gun _____
Address: _____	Goggles _____
City - State: _____	7 oz Bottle _____
Zip: _____	
Telephone: _____	
Date of Birth: _____	
Parents Signature: _____	