

WAIVER
PLEASE READ CAREFULLY
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

To Action and Adventure Paintball Ltd.

ASSUMPTION OF RISK

- 1) I, the undersigned wish to play paintball and/or reball (the Game) and rent and/or purchase certain equipment for that purpose. I recognize and understand that playing the Game and handling these equipment and supplies involves certain risks, including, but not limited to, the **risk of injury** resulting from the use, misuse or possible malfunction of the supplies and equipment used in the Game as well as injuries from tripping or falling over uneven ground, loose materials on or off the field, etc., as well as man-made obstacles and other potential hazards. 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, as well as all responsibility for the use, care and damage of equipment and supplies supplied by Action and Adventure Paintball Ltd. (AAPB Ltd). I also hereby hold harmless AAPB Ltd., its principals and employees, the owners and lessors of the premises used to conduct these activities (expressly including the City of Penticton and South Okanagan Youth Soccer Association), their officers, officials, agents and/or employees, and the organizer or organizers, if any, of the paintball events in which I will participate (all collectively referred to as "**the Sponsors**") and I indemnify them all against any and all claims, actions, suits, procedures, costs, expenses (including attorney's fees and any legal expenses), damages and liabilities arising out of, connected with, or resulting from my use of the equipment and supplies, including without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of such equipment. I certify that **I am in good health** and do not suffer from a heart condition or any other ailment which could be exacerbated by the exertion involved in playing the Game.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of participating in the Sponsors' paintball and/or reball activities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against any or all of the Sponsors;
2. TO RELEASE THE SPONSORS from any and all liability for loss, damage, injury or expense which I may suffer or that my next of kin or any third party may suffer as a result of my participation in the Game due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE SPONSORS;
3. TO HOLD HARMLESS AND INDEMNIFY THE SPONSORS from any and all liability for damage to person or property of myself or any third party, resulting from my rental, purchase or use of the aforementioned materials;
4. TO PAY for any and all costs to repair, correct or defend, including without limitation costs of repairs to damaged property, lawyers' fees, court costs, as well as time, travel and other costs which may be incurred by AAPB Ltd, their officers or the Sponsors as a result of the rental, sale, use, or proximity of equipment and supplies supplied to the undersigned by AAPB Ltd. from the moment this waiver is signed;
5. TO GRANT to AAPB Ltd. non-exclusive rights to publish photographs and other recordings of me on the internet or otherwise for educational and/or promotional purposes;
6. THAT this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my loss, injury or death.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE SPONSORS.

PRINT YOUR NAME _____ **Birth date:** _____

I am in good health. _____ *(Initial if true)*

I am OVER 17 years of age. **Yes** **No**

 _____ **Today's Date** _____, 20____ **Telephone:** (____) _____

YOU SIGN HERE ↑ *E-MAIL (optional for future events):* _____@_____

PARENT OR GUARDIAN MUST SIGN if Participant is under 18 years of age.

 _____
Signature of **PARENT** or **GUARDIAN**

Please print parent name