

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

Welcome to the Vancouver Island Paintball Club. We are a team-run club that provides supervision of paintball games throughout the Vancouver Island area. Gear is leased from Central Island Paintball and games are hosted by the club. When you come here to play, you must be a member of the club. While there is no cost to join, and no obligations or requirements, it our club policy to use this property as members only. Members who play here need to understand a few of the ground rules just to keep themselves and others around them safe from harm: this includes proper use of the barrel sock and goggles. It is also noteworthy that paintball is an extreme sport played on an uneven surface filled with trees, bushes, rocks, hills, etc that can be dangerous if the player does not take extra care around these obstacles. If the player has any problems that might impair their ability to play this extreme sport, they should refrain from doing so.

Please note that by signing this agreement, you give up the right to take legal action against the club, the agents or the landowner for any injury or damages, howsoever caused.

To: Vancouver Island Paintball Club (the Club) and its directors, officers, employees, representatives and agents (collectively called "the Agents"). This also includes Central Island Paintball as well as the property's title holder.

I, _____ hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

1. I agree as a precondition to my participation in all events organized by "the Club" and/or "the Agents" including , but not limited to: Outdoor paintball games and related activities (collectively referred to as "the Activities") and in further consideration of "the Club" allowing me to do so, that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement ("the Agreement").
2. I acknowledge that "the Activities" involve **inherent risks and dangers that may cause serious injury and possible death to participants.**
3. I fully understand the risks and dangers associated with my participation in "the Activities" and **accept same entirely at my own risk.**
4. I hereby **waive any and all claims** which I may have against "the Club" and "the Agents" and release "the Club" and "the Agents" from **all Liability** for injury, death, property damage or any other loss sustained by me as a result of my participation in "the Activities", **due to any cause whatsoever; including negligence, breach of contract, or breach of any statutory or other duty of care** by "the Club" and/or "the Agents".
5. I appreciate that "the Agreement" limits the liability of "the Agents" to the same extent as it limits the liability of "the Company", even though "the Agents" are not formal parties to "the Agreement".

I AM 18 YEARS OF AGE OR OLDER, AND I HAVE READ AND UNDERSTAND "THE AGREEMENT". I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO TAKE LEGAL ACTION AGAINST "THE CLUB" AND /OR "THE AGENTS" AND THAT IT CONSTITUTES A RELEASE OF LIABILITY AND AN INDEMNITY FOR ALL CLAIMS.

PLAYERS UNDER 18 REQUIRE PARENT OR GUARDIANS SIGNATURE.

IF I AM THE PAREN'T AND / OR GUARDIAN OF THE PARTICIPANT I HAVE READ AND UNDERSTAND AND EXECUTE "THE AGREEMENT" ON BEHALF OF CHILD / WARD.

WITNESS

SIGNATURE PARTICIPANT OR PARENT / GUARDIAN

DATE

PRINT NAME

PRINT NAME OF CHILD / WARD