

# WAIVER OF LIABILITY

THERE ARE TWO SIDES -  
PLEASE READ AND COMPLETE BOTH!



## 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.

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

Waiver Terms and Conditions		Initials
1.	I understand that I may become 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 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 paintball guns may be intentionally or accidentally discharged. I understand that it is my responsibility to wear approved paintball goggles and I accept that responsibility.	
4.	I understand that goggles can fog or become dirty, and I agree that despite such problems, I will not removed my goggles under any circumstances while I am on the playing field, at the target area, or in any area that I may be struck with a paintball.	
5.	I will wear my goggles, and keep them securely fastened at all time when I am on the playing field or at the target area.	
6.	I understand that, although the field operator and staff will attempt to enforce safety and playing rules, I may become injured or die because other person(s) did not follow the rules	
7.	I am completely aware of the risks involved with playing paintball, including the risks of being hit in an area where paintball is being played and paintball guns may be discharged. I understand the risks include, but are not limited to: equipment malfunctions, and injury due to violation of game and/or safety rules.	
8.	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 these premises.	
9.	I understand that playing paintball involves risks, which include, but are not limited to: risk of injury from being hit by paintballs, injuries from possible malfunction of equipment used in the game, and injuries from falling over naturally or man-made obstacles on the game fields.	
10.	I certify that I am in good health and that I do not have a heart condition, a physical 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 playing paintball.	
11.	As a condition of being allowed on these premises and/or being allowed to play paintball, I knowingly and voluntarily waive my legal rights that I may have against the field operator, the land owner, equipment manufacturers and distributors, Apocalypse Paintball, Inc., and its owners, employees, directors, officers, and assigns.	
12.	I agree to hold harmless each and all of 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.	
13.	I understand that by signing this waiver, I am freely giving up certain legal rights. Specifically, I understand that I may not sue any of the parties listed in item 11 of this waiver for damages, should I become injured while on these premises, or while playing paintball.	
14.	I understand that I must sign this waiver as a condition of being allowed to be on the premises, and/or to play paintball, and I understand that no one, including the field operator, has the authority to change any of the items on this waiver.	
15.	I understand and agree that this waiver is binding on me, my estate, my heirs, my relatives, and my assigns. I intend to be fully bound by this waiver.	
16.	I agree to abide by the terms of this waiver	

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_