

READ AND COMPLETE ALL BLANKS

NAME _____
PLEASE PRINT CLEARLY

Check if this is your first time at our facility

Address _____
Street

Home Phone _____ Work Phone _____

City _____ State _____ Zip _____

Email _____

SAFETY RULES (must be read to play)

1. Always wear approved goggles on or near playing field. Not adhering to this rule is cause for immediate dismissal from the games. In goggle required areas the goggle/mask may not be removed for any reason which includes but is not limited to: fogging, painted lenses or during an injury.
2. A barrel blocking device must be used when not shooting or when you are not in an active field of play.
3. Never shoot at anyone who is not wearing approved eye protection or anyone whose safety gear is not in place.
4. A player is emphatically disallowed from shooting at any other player showing a neutrality symbol, any non-player or any referee.
5. No player may shoot at any person, object or animal outside the perimeter of the active playing field.
6. No player may intentionally shoot at any other player's head or face. Repeaters will be out of the game for the rest of the day.
7. Observe all safety rules applicable to firearms when handling paintball guns or other gas powered devices capable of launching projectiles.
8. Never shoot anything from a paintgun except the water-soluble paintballs provided.
9. All paintguns must be chronographed prior to use in play and shall not exceed a velocity of 260 feet per second.
10. Never shoot at another person in anger or with intent to cause harm.
11. Firearms, knives and explosives are strictly forbidden.
12. No physical confrontation between players, i.e. hand-to-hand combat, taking prisoners, etc. is permitted.
13. Consumption of alcohol or drugs on the premises or in the parking area is prohibited.
14. Smoking is not allowed within the facility.
15. National, regional, state, provincial and local laws apply.
16. Paintball guns or other gas powered devices used in paintball games must not have a paintball or other projectile chambered while in the staging, mezzanine or parking area.
17. Never look down the barrel to see if it's dirty. Just squeegee the barrel or use your fingers to check it.
18. Paintguns without approved barrel blocking devices must be carried on safe, with the barrel pointing to the ground while in the staging, seating or parking areas. No waving them around in a neutral area.
19. No going on roof of premises.
20. No discharging or dry firing of paint ball guns is allowed in any neutral or non-playing area.
21. Do not use a paintgun until you have been versed on its use and understand such use.
22. Do not shoot across neutral or staging areas, parking lots or from one course on to another course.
23. You cannot play or spectate without signing a waiver/liability release.

REV 3/23/05

WE MAINTAIN THE RIGHT TO REFUSE PARTICIPATION TO ANYONE ON ANY GROUNDS DEEMED APPLICABLE BY US. THERE ARE NO REFUNDS OF FIELD FEES, RENTAL FEES, MEMBERSHIP OR PAINTBALLS IF YOU ARE ASKED TO LEAVE BECAUSE OF RULE VIOLATIONS.

RELEASE / WAIVER OF LIABILITY AND ASSUMPTION OF RISK APPLICATION TO PLAY OR OBSERVE PAINTBALL (COVENANT NOT TO SUE)

THE UNDERSIGNED

1. Has asked Bay Area Paintball to be allowed to play PAINTBALL and acknowledges that the game involves physical exertion and other risks, known and unknown and may result in injury to the undersigned or others playing the game, even if all safety rules are followed;
2. Is aware of the possibility of risks of injury, including, but not limited to, being hit by a paintball, falling, tripping, heat stroke, heart attack, improper use, malfunction or operation of equipment by the undersigned or any other player and others not following the safety rules. Players will be exposed to manmade hazards. The possibility of permanent disability or death does exist;
3. Agrees to play the game according to the rules which have been explained, posted and provided and to follow directions given by any game referees;
4. Warrants and acknowledges that his / her physical condition is excellent and his / her mental state is sufficiently stable to enable him / her to participate safely in the game. This includes not being on any medications that would pose a risk to him or her under physically, exerting conditions.
5. Agrees to use any paintball equipment in a manner which will not cause injury or damage to himself / herself or others playing;
6. Certifies that he / she is over 18 years old;
7. Authorizes use of photos, videos, name, comments, game results, etc. for promotional purposes;
8. Understands and agrees to follow all safety rules and procedures and that such rules and procedures not followed by others could result in my injury or death;
9. Understands that serious and permanent eye injury, including loss of eyesight, can occur if approved paintball safety eyewear is not worn in any area where paintball guns may be intentionally or accidentally discharged. I understand that it is my responsibility to wear approved safety eyewear and I accept that responsibility.
10. Understands that the safety eyewear can fog or become dirty, and agrees that despite any, or other, such problems that he / she will keep them securely fastened to protect the eyes and will not remove them while on the playing field, at the chronograph, at the target range or in any other area where he / she might be struck by a paintball, other gas powered projectile device used in paintball or by the dispersing of a paint grenade.
11. Understands that loss of hearing from an ear shot, disorientation and injury from throat, groin, head or ear shots can occur if proper safety equipment is not worn to protect these areas, and understands it is his / her responsibility to wear or not wear such items.

IN CONSIDERATION of being permitted to play the game, the undersigned, on behalf of himself / herself, his / her successors or assigns, hereby releases and forever discharges Bay Area Paintball, land owners, building lease holders or managers, equipment distributors, and their successors, assigns, employees, officers, agents and franchisees, dealers or operators both jointly and severally, from any and all actions, covenants, claims and demands for damages, costs, expenses (including attorneys' fees), loss or injury, however arising, including negligence of WALA, LLC. which may have been or may be sustained by the undersigned in any way relating to or arising out of the playing PAINTBALL equipment, including but not limited to, the manufacture, selection, delivery, possession, use, or operation of the equipment or the environment. The undersigned desires and agrees to assume any and all risks.

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT RELIEVING THE GAME OPERATORS AND EQUIPMENT SUPPLIERS AND THEIR EMPLOYEES FROM LIABILITY FOR INJURY TO YOU. IF YOU HAVE ANY DOUBTS CONCERNING ANY ASPECT OF ITS CONTENTS, CONSULT AN ATTORNEY BEFORE SIGNING IT. THIS HOLD HARMLESS AGREEMENT COVERS ALL PAINTBALL ACTIVITIES OR EVENTS I PARTICIPATE IN HEREAFTER.

I hereby agree to the above release and acknowledge the receipt of the referenced safety rules. I have read each and every item of this Waiver, I understand what each item means, will participate in spite of the herein mentioned risks and I agree to abide by the terms of this Waiver. This waiver applies to any and all paintball games I participate in at present or in the future.

IN WITNESS WHEREOF, the undersigned has executed this Release on the _____ day of _____, 20_____.

Signature Age

Signature of Parent/Guardian if under 18 years old

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