

Waiver and Release of Liability 2007

In consideration of **Xrossfire Paintball Park** providing services or equipment to me to participate in paintball games, **I AGREE** on behalf of myself, my personal representatives, heirs and assigns as follows:

1. I understand that:

- (a) Risks and dangers exist in my use of paintball equipment and my participation in paintball activities which may result in personal injury, death or damage to property;
- (b) these risks and dangers may come from foreseeable or unforeseeable events such as negligence of Xrossfire Paintball Park; participants or other individuals; accidents; breaches of contract; forces of nature; or other causes and
- (c) By my participation or use of equipment, I voluntarily assume all risks, dangers and responsibility for any losses and/or damages caused.

2. I agree to release, waive, discharge, hold harmless, defend and indemnify Xrossfire Paintball from any and all claims, actions or losses of any kind, including but not limited to bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of paintball equipment or my participation in paintball activities, weather caused by negligence or otherwise

3. I further agree that:

- (a) I am in proper health and physical condition to participate in this activity;
- (b) I will observe all rules and conduct myself in a respectful fashion, and will take care to avoid injury damage to myself or other paintball participants;
- (c) I understand that masks must be in place , on the face , at all times while in the paintball playing area, and failure to observe this rule will result in immediate removal from the site and forfeiture of all money paid;
- (d) Xrossfire Paintball may use and distribute my picture without charge;
- (e) I will pay Xrossfire Paintball the replacement cost of any equipment or goods damaged by my participation in paintball activities;
- (f) "Xrossfire Paintball", where used herein, shall include its owners, employees, agents, heirs, personal representatives, executors, successors, and assigns; and
- (g) This documents shall comprise the entire agreement between the parties; and any representations or warranties made outside of this agreement are of no force or effect unless expressly stated in writing.

Name of Participant (print): _____

Age: _____

Date: _____ **Address:** _____

City: _____ **Email:** _____

Province: _____ **Postal Code:** _____

Signature: _____ **(Parent/legal Guardian if less than 18 years of age)**

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