

# READ AND COMPLETE ALL BLANKS - FRONT & BACK

|                     |                                       |            |
|---------------------|---------------------------------------|------------|
| NAME OF PARTICIPANT |                                       | Birth date |
| Street Address      |                                       |            |
| City                | State                                 | Zip        |
| Telephone #         | Email (for special promotions of XPX) |            |

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|--|
| <b>RENTALS</b><br>Cashier will mark the boxes during check-in process. |
| <input type="checkbox"/> Marker  |
| <input type="checkbox"/> Air Tank                                      |
| <input type="checkbox"/> Goggle  |
| <input type="checkbox"/> Pod Pack                                      |
| <input type="checkbox"/> Coverall                                      |
| <input type="checkbox"/> Chest Armor                                   |
| <input type="checkbox"/> Barrel Bag                                    |
| <input type="checkbox"/> Neck Guard                                    |
| <input type="checkbox"/> Hopper  |

## **SAFETY RULES (must be read by participant to play or observe)**

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

1. Always wear approved goggles at shooting range and in 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. Always look when unscrewing a bottle from the paintball gun. If the valve starts to unscrew from the bottle. STOP!
4. Never shoot at anyone who is not wearing approved eye protection or anyone whose safety gear is not in place.
5. A player is emphatically disallowed from shooting at any other player showing a neutrality symbol, any non-player, any referee, or any animal or bird.
6. No player may shoot at any person, object or animal outside the perimeter of the active playing field.
7. No player may intentionally shoot at any other player's head or face.
8. Observe all safety rules applicable to firearms when handling paintball guns or other gas-powered devices capable of launching projectiles.
9. Never shoot anything from a paintball gun except the water-soluble paintballs provided.
10. All paintball guns must be chronographed prior to use in play and shall not exceed a velocity of 300 feet per second.
11. A referee may touch or move a player during a paint check, a neutral call, a "playing on" after eliminated or to break up a fight.
12. Never shoot at another person in anger or with intent to cause harm.
13. Firearms, knives and explosives are strictly forbidden.
14. No physical confrontation between players, i.e. hand-to-hand combat, taking prisoners, etc. is permitted.
15. Consumption of alcohol or drugs on the premises or in the parking area is prohibited.
16. Smoking is allowed only in the staging area.
17. National, regional, state, provincial and local laws apply.
18. Paintball guns or other gas powered devices used in paintball games must not have a paintball or other projectile chambered while in the staging or parking area.
19. Never look down the barrel to see if it's dirty. Just squeegee the barrel or use your fingers to check it.
20. Paintball guns without approved barrel blocking devices must be carried on safe, with the barrel pointing to the ground while in the staging, neutral or parking areas. No waving them around in a neutral area.
21. No going up trees (or on roofs, if applicable)
22. No discharging or dry firing of paintball guns is allowed in any neutral or non-playing area.
23. Do not use a paintball gun until you have been versed on its use and understand such use.
24. Do not shoot across neutral or staging areas or parking lots.
25. You cannot play, use the target range or be a spectator without signing a waiver/release of liability

## **PARTICIPANT RELEASE / WAIVER OF LIABILITY / ASSUMPTION OF RISK / INDEMNITY / HOLD HARMLESS AGREEMENT, CONSENT FOR MEDICAL TREATMENT AND PARENTAL CONSENT APPLICATION TO PLAY OR OBSERVE PAINTBALL (COVENANT NOT TO SUE)**

THE UNDERSIGNED "ADULT", being of at least 18 years of age, signing on behalf of himself/herself and/or signing as parent or legal guardian on behalf of minor child named below (Adult and Child are known collectively as "Participant") has asked XTREME PAINTBALL EXPERIENCE, LLC to be allowed to participate in 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;

1. Is aware of the possibility of risks of injury or illness, including, but not limited to bodily injury, fractures, eye injury, blindness, partial or total paralysis, disease fractures, being hit by a paintball, falling, tripping, being hurt by a wild animal, snake bite, heat stroke, heart attack, hypothermia, getting lost in the wilderness, being shot by hunters, being caught in a rock, snow or mud slide, insect bites & stings, poisonous, cutting, stinging or piercing plants, being struck by lightning, improper use,

**CONTINUED ON REVERSE SIDE**

- malfunction or operation of equipment by the undersigned or any other player and/or others not following the safety rules. Players will be exposed to both natural and manmade hazards. The possibility of permanent disability or death does exist;
2. 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;
  3. 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.
  4. Agrees to use any paintball equipment in a manner which will not cause injury or damage to himself / herself or others playing;
  5. Certifies that he / she is 18 or over 18 years old;
  6. Authorizes use of photos, videos, name, comments, game results, etc. for promotional purposes;
  7. 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;
  8. 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 it is my responsibility to wear approved safety eyewear and I accept that responsibility.
  9. 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.
  10. 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.
  11. ADULT authorizes the RELEASED PARTIES and/or their authorized personnel to call for medical care, treatment, procedure or transport to a medical facility should participant be deemed by the opinion of authorized personnel to need such care. RELEASED PARTIES shall not have further responsibility upon participants transport to facility or hospital. Furthermore, all costs for such emergency and/or medical care and/or transport shall be borne solely by the PARTICIPANT. In the event the CHILD requires medical care, it is understood every effort will be made to notify ADULT. Consent is hereby given to authorized representatives, emergency care giver and/or physicians to exercise their best judgment in undertaking such care.

IN CONSIDERATION of being permitted to play, watch or participate in paintball, the undersigned, on behalf of himself / herself, his / her successors or assigns, hereby releases and forever discharges XTREME PAINTBALL EXPERIENCE, LLC, land owners, land lease holders or managers, equipment distributors, advertisers, sponsors, and their successors, next of kin, assigns, subrogors, employees, volunteers, officers, directors, 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, whether caused in whole or part, of XTREME PAINTBALL EXPERIENCE, LLC, employees, owners, agents, participants or others which may have been or may be sustained by the undersigned in any way, foreseeable and unforeseeable, relating to or arising out of the participation in paintball activities or using or being around others using paintball equipment, including but not limited to, the manufacture, selection, delivery, possession, use, or operation of the equipment or the natural environment. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation. 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, THEIR EMPLOYEES, EQUIPMENT SUPPLIERS AND OTHERS MENTIONED, 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, on behalf of myself, my personal representatives, my heirs, hereby voluntarily agree to the above release and acknowledge the receipt of the referenced safety rules. I have read each and every item of this RELEASE / WAIVER OF LIABILITY, ASSUMPTION OF RISK, HOLD HARMLESS, PARENTAL CONSENT, COVENANT NOT TO SUE, CONSENT FOR MEDICAL TREATMENT AND INDEMNITY AGREEMENT, I understand that I have given up substantial rights by signing below and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid or unenforceable, the balance, notwithstanding, shall continue in full force and effect. I understand this agreement will apply for each and every day of my or minor/s name below, participation in any activity without requiring an additional form until such time, I the participant, revokes it in writing and such writing is accepted, in writing, by an authorized representative.

I understand what each item means, will participate and/or allow minor child's participation, in spite of the herein mentioned risks and I agree to abide by the terms of this Waiver. By signing, I agree it is my intention to exempt and relieve, release, waive, discharge, hold harmless, defend and indemnify XTREME PAINTBALL EXPERIENCE, LLC, for personal injury, property damage or wrongful death, for any cause.

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Participant if over 18  
or Parent/Legal Guardian of a Minor

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Witness