

# Warning:- Paintball is Dangerous!

## Action Paintball Games Waiver, Release and Indemnification Form

Player#



PLEASE READ CAREFULLY AND SIGN WHERE REQUIRED

THIS IS A LEGAL CONTRACT - PLEASE PRINT CLEARLY ALL YOUR DETAILS

TO: ACTION PAINTBALL GAMES P/L ACN 085 205 536 "THE SKIRMISH/ PAINTBALL OPERATORS" to be known here as APG. In consideration of you allowing me to play and/or take part in the game of "Skirmish" or "Paintball" to be referred to as "Paintball".

- (1) I hereby agree for myself, my executors, administrators, heirs, next of kin, successors and assigns;
  - (a) Not to make any claim or demand of any kind, or institute any proceedings against APG for any injury, damage of any kind whatsoever, or death sustained by or occasioned by me in the course or incident playing "Paintball" or arising from directly or indirectly any act, omission, neglect, default of the Skirmish Operators arising or resulting from me being on or near the designated playing field area including without limitation to the generality of the foregoing arising or resulting from the supply of faulty or inadequate equipment.
  - (b) To indemnify and save harmless APG, it's directors, officers and employees, agents, servants, licensees and any invitee, all loss, injury or damage which they or any of them may sustain by reason of;
  - (i) any loss or injury suffered by me in the course or of incidental to playing the game of "Paintball" or arising or resulting from me being on or near the designated field playing area, and/or,
  - (ii) any loss or injury suffered by any other person whatsoever as a result of my neglect or willful act or omission;
  - (c) the expression, THE SKIRMISH OPERATORS, APG shall include : any directors, officers and employees, agents, servants, licensees and invitees of ACTION PAINTBALL VENTURES P/L.
- (2) I warrant that I am fully aware of all risks involved in playing "Paintball" and that there may be the possibility of injury to me including injury caused to me if "Skirmish" or "Paintball" equipment does not function properly. I nevertheless assume such risks.
  - (a) I shall also accept full responsibility for all equipment supplied to me including during the course of the day and also agree to cover the full cost of any or all material and or equipment that maybe lost or damaged whilst in my care. I understand that if I do not return all equipment given to me including my player card that I will be liable to pay all charges including all legal costs. "I simply left it on the front counter", is not an acceptable excuse. I understand that only I am responsible for all my equipment being returned.
- (3) I hereby acknowledge "Paintball" is a physical game and may become physically strenuous. I hereby warrant that I;
  - (a) am in good physical condition.
  - (b) have no disability, impairment or ailment which would prevent me from playing "Paintball" or would be detrimental to my health, safety, comfort or physical condition or the health, safety, comfort or physical condition of others while playing "Paintball" or while at or near the designated playing field area.
- (4) I undertake to play "Paintball" only in accordance with the safety instructions, rules and suggestions presented to me by APG. I understand that failure to follow such instructions will warrant my removal from the property.
- (5) I have agreed to undertake at all times to wear and not remove my protective headgear whilst on or close to the "Paintball" playing field area. I agree not to remove it with out the express permission of APG Staff or Management.
- (6) I am not under the influence of any controlling substances.
- (7) I have reached sixteen (16) years of age.
- (8) I accept that for any equipment not returned by me at the end of the day must be paid for. I understand that if I leave the Action Paintball Games without returning all my equipment including the rental overalls and player card then my details will be forwarded to the police.
- (9) I understand that Action Paintball Games has a ZERO TOLERANCE POLICY for under 18 year old customers when it comes to any form of safety violations, I understand that if I can not follow THE SAFETY RULES or instructions from STAFF then my Paintball session will be terminated immediately without any refund. I accept this is done for my safety and fully accept these conditions before I commence play.

I have read & understand this waiver form & agree to all terms & conditions

Initial here

Please present signed parental consent form with this waiver.

NAME : \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

DAYTIME PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ (If you want to be advised of upcoming specials)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_

STAFF CHECKED

ID  
CHECK

INDEMNITY  
COMPLETED

ALL WAIVERS MUST BE FILLED OUT IN FULL AND BE LEGIBLE - PLEASE PRINT