

Death Valley Paintball Waiver 2009

Acknowledgement & Release

I the undersigned want to play paintball and sign this document in consideration of being given the opportunity to engage in this activity. I understand that I am permitted to use Death Valley Paintball facilities only under the proper execution of this document and that this document is a material part of the consideration and agreement between myself and Death Valley Paintball. I fully acknowledge that the property owners, owners, operators, and staff of Death Valley Paintball, hereafter referred to as Death Valley Paintball have employed diligent efforts and care in providing the facilities, premises, and equipment in a safe manner, and in formulating, explaining, and enforcing adequate safety regulations. I have read or have had Death Valley Paintball safety regulations explained to me and I fully understand these regulations and agree to abide by them, including the full and complete use of all paintball and safety equipment to as not to injure myself or other participants. I further understand that despite all foregoing efforts there are nevertheless inherent risks to my person in participating in paintball activities, and that among these risks are possible, trips, fall, collisions with other people, collisions with objects, bruises, cuts, scrapes, equipment failure, contact with animals or insects or plants to which I may have an allergic or adverse reaction, physical damage to sensitive regions of my person from the impact of paintballs, emotional trauma, psychological trauma, and other risks inherent to the sport of paintball. I fully understand that playing paintball can be mentally, physically, and/or emotionally challenging and that the possibility exists of injury to myself and others, and confirm that I am fully aware of these risks and agree to participate in Death Valley Paintball activities with full understanding of these risks. I further deem myself physically and mentally able to participate in Death Valley Paintball activities, and verify that I am in good health and do not suffer from a heart condition or other ailment that could be exacerbated by the exertion involved in Death Valley Paintball activities. I hereby agree that if I or my property are injured or damaged while on Death Valley Paintball premises or while using Death Valley Paintball facilities or equipment I remit, release, and forever discharge, without limitations, Death Valley Paintball, as well as all other players participation at the Death Valley Paintball Premises, indemnifying them against any and all claims, actions, suits, complaints, procedures, costs, expenses (including attorney's fees and expenses), damages and liabilities arising out of, connected with, or resulting from my participation in Death Valley Paintball activities.

I further consent to Death Valley Paintball using any media including but not limited to pictures and videos for promotional purposes. All media taken is property of Death Valley Paintball. This media may be used and distributed online.

Death Valley Paintball is not responsible for any equipment brought to the field, including loss, theft, damage, or malfunction.

I hereby release Death Valley Paintball from any claims and liabilities whatsoever, and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns. I certify to Death Valley Paintball that I am least 18 years of age, or that if I am under 18 years of age I have discussed the terms and conditions of this document with my parents, and that my parents, after reading this document, consent to me signing the same and that my parents have signed it for me or have released it to another adult to sign, and further, that I have been authorised by my parents to agree to the specific terms and conditions contained herein. I have read and fully understand the terms of the agreement. This is fully intended to be a legally binding contract for life. If I have any doubts concerning the contents of this document I will consult an attorney before signing it.

Safety Rules and Regulations.

1. Death Valley Paintball maintains the right to refuse participation to any persons considered a possible safety risk to themselves or others, or for any other reason deemed applicable by staff.
2. Barrel plugs or barrel bags must be on all paint markers in the staging area, even markers without air and/or paintballs.
3. No alcoholic beverages are permitted before or during the activity or paintball. Drunk and/or abusive behaviour will not be tolerated and are grounds for immediate removal.
4. All personal markers must be chronographed before the start of play. Velocity limit is 300 fps.
5. Goggles must be worn OVER EYES at ALL times on playing fields.
6. Players renting equipment assume full financial responsibility for its loss, theft, and/or damage to its new retail value.
7. Death Valley Paintball maintains the right to retain all participants' payment, fees, and dues under any circumstances including weather and/or expulsion.
8. Payments must be made in full BEFORE play commences. All fees are non-refundable.
9. For any disputes, Death Valley Paintball staff will address the issue and make a decision. This is to be accepted unequivocally.

Name: _____

Date: _____

Telephone Number: _____

Email: _____

Age: _____

How did you hear about us: _____
(include name(s) or advertising outlet if possible)

Address: _____

Signature: _____

Guardian's Signature: _____