

THIS IS A LEGAL DOCUMENT – READ THIS CAREFULLY  
LIABILITY RELEASE WAIVER AND RENTAL AGREEMENT

FOR

**BRAGG CREEK PAINTBALL**

DATE \_\_\_\_\_ TIME OF BOOKING \_\_\_\_\_

**THE RULES**

- (a) I agree never to point an air gun at any person not wearing protective eye wear; and never remove the protective eye wear when playing on the game field or at any time, unless otherwise instructed. No area is totally safe! I acknowledge that failure to do so may result in injury to my eyes.
- (b) I understand that I should avoid aiming & shooting anyone in the head or face areas at all times.
- (c) I agree to use equipment only as and when instructed and always to obey all game rules and regulations.
- (d) I understand that I am financially responsible and will be charged for any and all damage I intentionally cause while on the premise of BRAGG CREEK PAINTBALL. This includes cars, animals, etc.
- (e) I agree never to use any projectile other than that supplied for the use with the air gun; and to purchase all pellets from BRAGG CREEK PAINTBALL unless otherwise agreed upon.
- (f) I agree not to carry or use any weapon, dangerous substance or device, and to use only the air gun supplied by or approved by the game instructor.
- (g) I agree that the game operator(s); their agents, instructors and personnel, have the right at any time which they may exercise in their sole and absolute discretion, to cancel my participation in the air gun game offered for any reason whatsoever and without finding cause.
- (h) I agree to take care of the air gun in my possession, and should I lose the air gun, or return it to BRAGG CREEK PAINTBALL in a condition other than reasonable wear and tear; at BRAGG CREEK PAINTBALL opinion, I hereby agree to pay for the loss or damage to said air gun; I also agree to pay for any other damage caused to the facilities by my actions.
- (i) I also acknowledge and understand that I have the right to ask questions at any time with the view of understanding the complete game procedure, the operation in its entirety, during and after the game briefing.
- (j) I am aware that BRAGG CREEK PAINTBALL does not warrant the condition or safety of equipment, facilities or premises, natural and constructed or the availability of emergency medical care, connected with BRAGG CREEK PAINTBALL.
- (k) I agree to have my barrel bag on my air gun unless I am playing the game.  
I am at least 18 years of age and in good mental and physical health and if I am under 18 years of age, I will have a parent or guardian's signature allowing me to participate in the game.  
I understand and acknowledge that BRAGG CREEK PAINTBALL, their respective officers, agents, employees and associated personnel are insured for any liability that may attach to them by having agreed to play at BRAGG CREEK PAINTBALL.

IN RETURN FOR THE USE OF THE FACILITIES AND/OR OTHER CONSIDERATION, I STATE AND AGREE THAT:

- (a) I am aware that the game at BRAGG CREEK PAINTBALL is physically and mentally strenuous game involving possible risk of injury from equipment, other players and the playing environment. I acknowledge that it is the intent of other players at BRAGG CREEK PAINTBALL to assault me during the game. In order to do so, other players will try to overcome any resistance that I may exert by the size of force including the use of an air gun. The air gun is powered by CO<sub>2</sub> (carbon dioxide), which can exert a pressure of 800 PSI and fire a projectile a range of 100 feet. The pellet balls projected from such guns measure approximately .68 inches in diameter, and are made of a biodegradable shell and dye.
- (b) I hereby undertake and assume total responsibility for any risk or injury associated with playing or participation in the game of Paintball.
- (c) I hereby for myself, heirs, executors, administrators, successors and assignees, INDEMNIFY and SAVE HARMLESS and keep indemnified BRAGG CREEK PAINTBALL. Their equipment, manufactures, suppliers as well as the staff, agents, representatives, employees, promoters, officers, directors, shareholders, guests, invitees, mandatory and assignees of the aforementioned from and against any and all actions, claims, costs, expenses or demands; including legal fees, in respect of the death, injury, loss or damage to the person or property of my self or any other participant or guests, however caused. Assign out of or in connection with my playing and attending on the premises on which the offered air gun game, the game played at BRAGG CREEK PAINTBALL is notwithstanding that the same may have been contributed to associated by the negligence of the said parties, their respective staff, instructors, servants, officials, representatives, agents, assignees, other players and which negligence may relate without limiting the generality of the forgoing, to the manufacturer, selection, delivery, possession, use and operation of the equipment and supplies, the selections, maintenance of the premises, the playing area and the conduct and supervision of the air gun game.
- (d) I expressly agree that the forgoing Waiver is intended to be as broad and inclusive as permitted by law of the Province of Alberta in which the air gun game is conducted and that if any portion thereof if held invalid. It is agreed that the balance shall, nevertheless, continue in full legal force and effect.
- (e) I hereby certify that I have read and understand this Waiver in its entirety, and that I have executed some of my own free will without incurring any duress whatsoever. I also acknowledge that I have the right to withdraw from said games at anytime.
- (f) I consent to the free use of my photograph or other recorded image or sound reproduction in any future promotional or advertising material in such form and such items as the air gun promoters may in their sole discretion determine. I hereby waive any claim for compensation in respect of such use.

I HEREBY HAVE READ UNDERSTOOD THE ABOVE.

THIS DATED IN \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF, \_\_\_\_\_ 2017  
(Bragg Creek) (Day) (Month)

PLEASE PRINT CLEARLY

LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_

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

CITY: \_\_\_\_\_ PROV: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ BUSINESS PHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Print Player Name Here	Sign Player Name Here	Parent or Over 18 Print here	Parent or Over 18 Sign here	date
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