

WAIVER AND RELEASE OF LIABILITY FORM
RELEASE OF LIABILITY, WAIVE OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN RIGHTS, INCLUDING THE RIGHT TO SUE
1613226/1240915 ONTARIO LIMITED o/a GLADIATORS PAINTBALL ARENAS LIMITED. Herein called "Sponsor."

1. I, the undersigned, wish to play paintball or spongeball. I recognize and understand that playing paintball or spongeball (herein after called the "Game") involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the "Game" and injuries from tripping or falling over obstacles on the "Game's" playing field. In addition, I recognize that the exertion of playing the "Game" could result in injury of death.

2. Despite these and other risks, I fully understand such risks. I wish to play the "Game" and hereby hold harmless the "Sponsor" and indemnify them against any or all claims, actions, suits, procedures, costs, expenses (including attorney's fees and expenses), damages, and liabilities arising out of, connected with, or resulting from my playing the "Game," including without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of such equipment. I hereby release the "Sponsors" from any and all such liability, and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns. I hereby certify to the "Sponsors" that I am in good health and do not suffer from a heart condition or other ailment which could be exacerbated by the exertion involved in playing the "Game." I further certify that I am 18 years of age or older

INITIALS _____

3. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT. In participation in the "Game", I hereby agree to the following;
4. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against 1613236/1240915 Ontario Limited o/a Gladiators Paintball Arenas Limited, their directors, officer, employees, agents and representatives (all of whom are herein after collectively referred to as "the Releases";
5. TO RELEASE THE RELEASES from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation in paintball or spongeball due to any cause what so ever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASES;
6. TO HOLD HARMLESS AND INDEMNIFY THE RELEASES from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in paintball or spongeball and;
7. That this agreement shall be effective and binding upon my heirs, next of kin, executors, assigns and administrators, in the event of my death.

DATE _____
WITNESS _____
NAME OF PARTICIPANT _____
AGE OF PARTICIPANT _____

Signature of Parent/guardian if participant is less than 18 years old
X _____
Print your name clearly _____

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