

YOU ARE GIVING UP YOUR RIGHT TO SUE !!!!!!!!!!!
THIS IS A LEGAL DOCUMENT - READ THIS CAREFULLY
LIABILITY RELEASE and WAIVER AND RENTAL AGREEMENT
for
CAPTURE THE FLAG PAINTBALL & AIRSOFT

DAY NUMBER: _____
(We Will Fill Out)

PLEASE PRINT CLEARLY

LAST NAME: _____ FIRST NAME: _____

ADDRESS: _____

CITY: _____ PROV: _____ POSTAL CODE: _____

HOME PHONE: _____ BUSINESS PHONE: _____

OCCUPATION: _____ GROUP LEADER: _____

BIRTH DATE: ____/____/____ E-MAIL ADDRESS: _____
(If you want specials emailed to you.)

THE RULES

I understand that by initialling all points below I agree to adhere to all rules and regulations at Capture the Flag Outdoor Game Field

- (a) I agree never to point an air gun at any person not wearing protective eye wear and to never remove the protective eye wear when playing the game field and/or at anytime. No area is totally safe! I acknowledge that failure to do so may result in injury to my eyes.
- (b) I understand that at all times I should not aim and shoot anyone in the head and face areas and that I should aim for other players torso areas.
- (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 premises of Capture the Flag. This includes light fixtures, walls, windows, doors, cars, animals, children, etc.
- (e) I agree never to use any projectile other than that supplied for use with air gun and to purchase all paintballs from Capture the Flag or be charged an additional \$40.00 for the use of my own paintballs.
- (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. Absolutely NO smoking or flammable devices allowed.
- (g) I agree that the game operator(s), their agents, instructors and personnel shall have the right at any time which they may exercise in their sole and absolute discretion, to cancel my participation in the airgun game offered for any reason whatsoever and without finding cause.
- (h) I agree to take care of the air pistol in my possession, and should I lose the pistol, or return it to Capture the Flag in a condition other than reasonable wear and tear, at Capture the Flag's opinion, I hereby agree to pay for the loss or damage to said pistol. 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 and operations in its entirety during and after the game briefing.
- (j) I am aware that 247403 Alberta Ltd., the owner and operator of Capture the Flag, does not warrant the condition or safety of equipment, facilities or premises, including the trampoline, horseback riding, natural and constructed or the availability of emergency medical care connected with Capture the Flag. _____
initial
- (k) I agree to have my barrel plug in my air gun unless I am playing the game.

I HEREBY CERTIFY:

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's or guardian's signature allowing me to participate in the game.

I understand and acknowledge that 247403 Alberta Ltd. and its respective officers, agents, employees and associated personnel are NOT insured for any liability that may attach to them by my having agreed to participate in Capture the Flag.

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

- (a) I acknowledge and am aware that the game at Capture the Flag is a 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 of Capture the Flag to assault me during the game and that in order to do so, other players will try to overcome any resistance that I may exert by the use of force including the use of an air gun. The air gun is powered by compressed air which can exert a pressure of 800 pounds per square inch and fire a projectile a range of approximately 100 feet at a speed of 280 feet per second. The pellet balls projected from such guns measures approximately .68 inches in diameter and are made of a biodegradable shell and dye.
- (b) I acknowledge and am aware that participating in activities connected with Capture the Flag may result in my sustaining physical injuries, as a result of whatever cause, and I freely accept and fully assume any and all such risks of physical injury occurring to either my person and/or property, including any injuries which may result in my being permanently disabled or my death.
- (c) I hereby voluntarily agree to waive any and all claims that I have or may have in the future against 247403 Alberta Ltd., the owner and operator of Capture the Flag, as a result of my participation in Capture the Flag, however so arising, and I agree to release 247403 Alberta Ltd. from any and all liability for any loss, damage, expense or injury, including death, that I or my property may suffer as a result of my participation in Capture the Flag, due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care, including a duty owed under the Occupiers Liability Act, R.S.A. 1980 c, O-3, including the failure on the part of 247403 Alberta Ltd. to safeguard or protect me from any and all risks, dangers and hazards occurring during my participation in Capture the Flag.
- (d) I hereby agree to indemnify and save harmless and keep indemnified 247403 Alberta Ltd., as well as its employees, directors, successors and assigns from any and all liability for any property damage or personal injury suffered by me resulting from my participation in Capture the Flag.
- (e) I expressly agree that the foregoing Waiver is intended to be as broad and inclusive as is permitted by the law of the Province of Alberta in which 247403 Alberta Ltd. conducts its operation of Capture the Flag and that if any portion thereof is held invalid, it is agreed that the balance shall, nevertheless, continue in full legal force and effect.
- (f) I hereby certify that I have read and understand this Waiver in its entirety, and that I have executed same of my own free will without incurring any duress whatsoever. I also acknowledge that I have the right to withdraw from participation in Capture the Flag games at any time.
- (g) 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 at such times as the air gun game promoters may in their sole discretion determine, and I hereby waive any claim for compensation in respect of such use.
- (h) I further declare that this document has been drawn up in the English language at my request.
- (i) I accept full responsibility for return or replacement value of the following equipment upon termination of the game at Capture the Flag: Coveralls - \$55.00; Air Pistol - \$300.00; Goggle Helmet - \$75.00.
- (j) I have read and fully understand this agreement and recognize it is legally binding.

I HEREBY HAVE READ AND UNDERSTOOD THE ABOVE.

DATED IN _____ ON THIS THE _____ DAY OF _____, 20 _____.
(Cochrane)

SIGNED: _____
Please Print Signature

WITNESS: _____
Please Print Signature