

LIABILITY RELEASE, WAIVER, ASSUMPTION OF RISK, AGREEMENT NOT TO SUE, AND RENTAL AGREEMENT

At R.R. 1

North Battleford, Sk

32-45-14W3rd

Blue Mountain Paintball and Blue Mountain Outdoor Adventure center

It is your responsibility to read this document. If you do not understand it, you should consult your lawyer. By signing this document you agree that you understand every aspect contained. Please check () each statement after you read it.

___1) I am atleast 18 years of age. I am in good mental and physical health. I will have a parent or guardian signature allowing me to participate in the game if I am under the age of 18.

___2) I understand that Blue Mountain Paintball is a physically and mentally strenuous game and that I could be mentally and physically injured while participating or observing the game as a result of whatever cause. I freely and voluntarily accept the risk of injury from participation in Paint ball or in being an observer

___3)I acknowledge and am aware that participating at Blue Mountain Paintball and Blue Mountain Outdoor Adventure Center may result in physical injuries as a result of whatever cause and I freely 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

___4) I certify that I am in good health both mentally and physically. I do not have a heart condition, or ailment or condition which could be worsened or cause me injury or death as a result of exertion playing or observing paintball or using their equipment. I understand it is my responsibility to consult with a physician before playing or observing the game. I acknowledge and am aware that participating at Blue Mountain Paintball and Blue Mountain Outdoor Adventure Center may result in physical injuries as a result of whatever cause and I freely assume any and all such risks of physical injury occurring to either my person and/or property including any injuries which may result in being permanently disabled or my death.

___5) I recognize that people will be shooting projectiles (paintballs)towards me at speeds possibly in excess of 300 feet per second.

___6) I am aware that Blue Mountain is located in a remote area and that medical help may not be available.

___7) I am aware that playing or observing paintball outside involves risks and injury from the elements such as insects, plants, trees, wind, rain, snow, dirt, hills, old vehicles, structures, tires, tape and all other elements and acts of God.

___8) I agree to follow all the rules and regulations of playing Paintball at Blue Mountain Paintball.

___9) I understand that even with rules, participants and observers can still get hurt by those who follow the rules and those who don't.

___10)I agree to wearing all the equipment provided and realize that even wearing the equipment correctly permanent and non permanent injury can occur.

___11) I agree **never** to remove my face mask while on the playing field or in any other area that I might be struck by a paintball.

___12) I agree that I will not and am not carrying and will not use any weapons, dangerous substance or devices. I will only use the paintball gun supplied or approved by Blue Mountain Paintball.

___13) I agree that I will not aim the equipment or use it as an intimidation or in a joking manner outside of the playing area.

___14) I agree I will never place the barrel of the gun into dirt, snow, my mouth etc.

___15) I hereby voluntarily agree to waive my legal rights and all claims that I have or may have in the future against the land owners, field operators, employees, and their heirs of Blue Mountain Paintball or Blue Mountain Outdoor Adventure Center. I agree to release Blue Mountain Paint Ball and Blue Mountain Outdoor Adventure Center 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 or observation of Blue Mountain Paint Ball or Blue Mountain Outdoor Adventure Center Ltd, due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care.

___16) I hereby agree to indemnify and save harmless each and all of the above parties, and to indemnify each and all parties against any and all claims, actions, suits, costs, expenses including legal fees, damages and liabilities arising out of, connected with, or resulting from my playing or observing paintball.

___17) I agree and certify that the foregoing Waiver is intended to be as broad and inclusive as is permitted by the law of the Province of Saskatchewan in which Blue Mountain Paint Ball and Blue Mountain Outdoor Adventure Center and that if any portion thereof is held invalid, it is agreed that the balance shall, nevertheless, continue in full legal force and effect.

___18) 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 Blue Mountain Paint Ball at any time.

___19) I acknowledge and understand fully that Blue Mountain Paintball and Blue Mountain Outdoor Adventure Center are not insured for any liability that may attach them by having agreed to participate in Blue Mountain Paintball.

___20) I accept full responsibility for return or replacement value of the following equipment upon termination of the game at Blue Mountain Paint Ball: Jackets: \$60.00, Air Pistol \$325.00, Goggle Helmet- \$75.00

___21) I have read and fully understand this agreement and recognize it is legally binding.

___22) I understand that there are increased risks with participation or even being a spectator in the vicinity where paintball is being played and further understand that in their operation or maintenance and servicing of either grounds and equipment. I hereby voluntarily assume all the physical and legal risks associated with the activity of paintball including the risk of death, injury, loss or damage to my person or property, or mental harm or financial loss, howsoever caused, whether by negligence, recklessness, breach of contract or other improper conduct. I understand this to include not only physical risks but also legal risks and the legal consequences which flow from the risks.

___23) I hereby agree not to sue the said Blue Mountain or its owners and operators in respect of my death, injury, loss or damage to my person or property, or mental or financial loss associated with my participation in Paintball howsoever, caused and both myself and my estate GIVE UP ANY RECOURSE WHATSOEVER TO THE COURTS FOR ANY DAMAGES WHATSOEVER.

___24) I agree that I have read and understood the foregoing 23 clauses and that they apply not only to the first time I play Paintball, but also for any subsequent occasion that I participate in Paintball or am on the premises of Blue Mountain Outdoor Adventure Center as a spectator to the sport of Paintball.

RULES AND REGULATIONS

___1) Never point or fire the gun at anyone who is not wearing a face mask or protective eye wear.

___2) Masks **must be kept on and down** at all times in the playing area and while loading guns.

___3) Never fire outside the playing field.

___4) Never fire or point at observers.

___5) No firing at vehicles, personal belongings, wild life, lives stock, pets, boats, bikes

___6) Refs or owner of Blue Mountain has the final decision. All decisions are final. No arguing with these people are allowed.

___7) Absolutely no smoking, use of matches, lighters, fireworks, or explosives while on the property of Blue Mountain or Blue Mountain Paint Ball. There is a designated smoking area for cigarette smoking only.

___8) I agree I will never place the barrel of the gun into the dirt, snow, mouth etc.

___9) No alcohol (unless a permit) or drugs allowed on premises of Blue Mountain Paintball or Blue Mountain Outdoor Adventure Center.

___10) I agree that the games operator (s), their agents, instructors and personnel shall have the right at any

time which they may exercise their sole and absolute discretion, to cancel my participation in the Paint Ball game offered for any reason whatsoever and without finding cause.

___11) Any damage to Blue Mountain Paint Ball or to Blue Mountain Outdoor Adventure Center by participants, observers, vehicles, their pets etc will be paid for (including labor) by the participant (or their guardian) or observer.

___12) I agree that I am financially responsible and will be charged for any and all damage I cause.

___13) I am aware that Blue Mountain Paint Ball and Blue Mountain Outdoor Adventure Center does not warrant the safety or condition of equipment of the premises and facilities.

___14) When a player wishes to quit playing the barrel plug must be put in barrel and the gun must be held with the muzzle up.

___15) Guns can only be fixed by a field staff.

___16) No pets, or children under 18 years old, allowed in playing area.

LAST NAME: _____ FIRST NAME: _____

DOB: _____

ADDRESS: _____

CITY: _____ PROVINCE: _____

HOME NUMBER: _____ BUISNESS NUMBER: _____

Signature: _____ Date Waiver / Agreement signed: _____

WITNESS TO SIGNATURES: _____

****Parent/Guardian name if player is under 18 years old _____ and signature _____ and phone number: _____

Relationship to child _____ Parents Name and phone number: _____

I hereby consent to the child _____ playing Paintball and understand the legal contract that I am signing. I hereby do agree both on behalf of myself and said player/observer and his and my heir, assigns and legal representatives, to all of the above Waiver/Agreement. I understand that by making this Waiver/Agreement I surrender valuable rights. I do so freely and voluntarily.