

## **READ CAREFULLY - WAIVER AND RELEASE OF LIABILITY**

Recreational Activity Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement

Express Assumption of Risk Associated with Recreational Activities. I hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as Paintball/Airsoft/Laser Tag, including the rental of equipment and transportation associated therewith of which I am about to engage in. Inherent hazards and risks include but are not limited to:

- 1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
- 2. Possible equipment failure and/or malfunction of my own or other's equipment.
- 3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, impact of the body upon the water, injection of water into my body orifices, encountering objects either natural or man-made, exposure to animals with the attendant risks of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death.
- 4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, rapids, weather, trails, and route location.
- 5. Attack by or encounter with insects, reptiles, and/or animals.
- 6. Accidents or illness occurring in remote places where there are no available medical facilities.
- 7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

# \*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the activity(ies) described above the related activities, I hereby agree, acknowledge and appreciate that:

- 1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releases.
- 2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releases or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify there in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
- 3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releases, other than what is set forth in this Agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforced.
- 4. I grant to Thornton Paintball, Inc. its representatives and employees the right to take photographs of me and my property. I authorize Thornton Paintball, Inc., its assigns and transferees to copyright, use and publish the same in print and/or electronically.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforced.

### **READ CAREFULLY - FIELD RULES**

- 1. A field-approved mask MUST be worn at all times outside of the safe-zone. Removing or lifting mask while on field is not allowed under any circumstance! If caught lifting or removing mask while outside the safe-zone, player will be ejected from all fields, forfeit any payment(s), and not allowed to return to play for the day.
- 2. Gun safety and barrel bags are required on at all times when player is not on field.
- 3. Surrender Rule Players are prohibited from shooting one another within 20 feet.
- 4. Any player who leaves the field or crosses a boundary during a game is out, and cannot re-enter the game.

- 5. If a player is hit, they should yell that they're "OUT", hold his/her gun in the air, and then immediately leave the field making sure their barrel is covered before re-entering the safe-zone.
- 6. Players who are eliminated cannot by word or gesture indicate any intentions or locations of the opposing team members.
- 7. Blind firing is not allowed. Placing your gun around or over any obstacle and shooting without seeing what you are shooting at is prohibited.
- 8. Profane language and/or unsportsmanlike conduct will not be tolerated.



- 9. Alcohol is prohibited. Any person suspected of drinking will be refused admission and asked to leave.
- 10. Any unsafe field condition such as: nails, bee or hornet nests, loose bunkers, scrap metal, glass, etc. should be reported to field operators immediately.
- 11. Firing of guns should only be done in designated areas.
- 12. Theft of personal equipment should be reported as soon as possible.
- 13. Physical contact of any kind is not allowed during games.
- 14. Any player shooting at any building, lighting fixture, pole, sign, or any other structure will be removed from play immediately and will be forced to pay any expenses involved to have these items repaired/replaced.
- 15. Owners / operators of the field assume no liability for any personal possessions / vehicles brought onto the property.

#### I HAVE READ THE RULES AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

For Participants of Minority Age (under 18 years old), this is the clarify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heir, assigns, and next of kin.

Player's First Name	Player's La	st Name	
Age Date of Birth Email Ad	dress (optional)		
		-	
Phone Number	Emergency Phone Nu	ımber	Date of Play
Street Address	City		State Zip Code
This is my first visit to Thornton Paintball.	I have played at The	ornton Paintball in the last 12	! months.
x		X	
Player's Signature	Date	Parent / Guardian's S (if player is under 18 years o	

#### **ORDER FORM**

PLEASE IDENTIFY BELOW THE QUANTITY OF EACH ITEM YOU'D LIKE TO PURCHASE

Rental Equipment - Rental Packages below include everything needed to p	lay
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Qty	Price	Description	
	\$40	Standard Rental Package	
	\$45	Sniper Rental Package	
	\$50	Extreme Rental Package	

\$5	Single Lens Mask Rental	
\$10	0 Thermal Lens Mask Rental	
\$10	HPA Tank Rental	
\$5	Chest Protector Rental	
\$2	Glove Rental	
\$13	Tippmann Custom 98 Gun Rental	
\$20	Tippmann X7 Gun Rental	

Qty	Price	Description
	\$18	500 Field-Grade Paintballs (One Bag)
	\$20	500 Premium Paintballs (One Bag)
	\$60	2,000 Field-Grade Paintballs (One Case)
	\$65	2,000 Premium Paintballs (One Case)
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	\$10	Field Fee & All-Day Air
		(if player brought his/her own equipment)
	\$5	Paint Grenade
	\$6	Barrel Bag
	<b>\$</b> 5	Neck Guard