

Warning:- Paintball is Dangerous!

Action Paintball Games Waiver, Release and Indemnification Form

Player#



PLEASE READ CAREFULLY AND SIGN WHERE REQUIRED

THIS IS A LEGAL CONTRACT - PLEASE PRINT CLEARLY ALL YOUR DETAILS

TO: ACTION PAINTBALL GAMES (WA) ACN 120 435 449 "THE SKIRMISH/ PAINTBALL OPERATORS" to be known here as APGWA. In consideration of you allowing me to play and/or take part in the game of "Skirmish" or "Paintball"

- (1) I hereby agree for myself, my executors, administrators, heirs, next of kin, successors and assigns;
 - (a) Not to make any claim or demand of any kind, or institute any proceedings against APGWA for any injury, damage of any kind whatsoever, or death sustained by or occasioned by me in the course or incident playing "Paintball" or arising from directly or indirectly any act, omission, neglect, default of the Skirmish Operators arising or resulting from me being on or near the designated playing field area including without limitation to the generality of the foregoing arising or resulting from the supply of faulty or inadequate equipment.
 - (b) To indemnify and save harmless APGWA, it's directors, officers and employees, agents, servants, licensees and any invitee, all loss, injury or damage which they or any of them may sustain by reason of;
 - (i) any loss or injury suffered by me in the course or of incidental to playing the game of "Paintball" or arising or resulting from me being on or near the designated field playing area, and/or,
 - (ii) any loss or injury suffered by any other person whatsoever as a result of my neglect or willful act or omission;
 - (c) the expression, THE SKIRMISH OPERATORS, APGWA shall include : any directors, officers and employees, agents, servants, licensees and invitees of ACTION PAINTBALL VENTURES P/L AND ENDEL WA P/L.
- (2) I warrant that I am fully aware of all risks involved in playing "Paintball" and that there may be the possibility of injury to me including injury caused to me if "Skirmish" or "Paintball equipment does not function properly. I nevertheless assume such risks.
 - (a) I shall also accept full responsibility for all equipment supplied to me including during the course of the day and also agree to cover the full cost of any or all material and or equipment that maybe lost or damaged whilst in my care. I understand that if I do not return all equipment given to me including my player card that I will be liable to pay all charges including all legal costs. "I simply left it on the front counter", is not an acceptable excuse. I understand that only I am responsible for all my equipment being returned.
- (3) I hereby acknowledge "Paintball" is a physical game and may become physically strenuous. I hereby warrant that I;
 - (a) am in good physical condition.
 - (b) have no disability, impairment or ailment which would prevent me from playing "Paintball" or would be detrimental to my health, safety, comfort or physical condition or the health, safety, comfort or physical condition of others while playing "Paintball" or while at or near the designated playing field area.
- (4) I undertake to play "Paintball" only in accordance with the safety instructions, rules and suggestions presented to me by APGWA. I understand that failure to follow such instructions will warrant my removal from the property.
- (5) I have agreed to undertake at all times to wear and not remove my protective headgear whilst on or close to the "Paintball" playing field area. I agree not to remove it with out the express permission of APGWA Staff or Management.
- (6) I am not under the influence of any controlling substances.
- (7) I have reached eighteen (18) years of age.
- (8) I accept that for any equipment not returned by me at the end of the day must be paid for. I understand that if I leave the Action Paintball Games without returning all my equipment including the rental overalls and player card then;
 - (a) I will be required to pay the cost of a full card (\$800.00) plus the cost of the rental overalls (\$80.00) as well as an additional administration fee of (\$150.00). I understand that I will have to pay any and all Debt collection costs accrued by APGWA.
 - (b) If I return the player card and overalls after the day of play I will have to pay for any purchases on the card as well as the additional administration fee (\$150.00)

Initial here

I have read & understand this waiver form & agree to all terms & conditions

Please present drivers licence or similar photo I.D. at registration

NAME : _____ DATE OF BIRTH: _____

DAYTIME PHONE: _____ MOBILE: _____ ID TYPE: _____

ADDRESS: _____ ID #: _____

EMAIL ADDRESS: _____ (If you want to be advised of upcoming specials)

SIGNATURE: _____ DATE: _____

WITNESS: _____ DATE: _____

STAFF CHECKED

ID CHECK

INDEMNITY COMPLETED

ALL WAIVERS MUST BE FILLED OUT IN FULL AND BE LEGIBLE - PLEASE PRINT