



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY

Name:

First	Initial	Last
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Address:

Street	Apt.	City
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Postal Code	Telephone	Email	Date of Birth
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TO: Outer Limits Xtreme Park Inc. its related and affiliated companies, and each of their respective Directors, Officers, Employees, Representatives, Agents and Volunteers (collectively, the “Releasees”);

I wish to participate in outdoor paintball activities (“Paintball”) at the OUTER LIMITS XTREME PAINTBALL facility located at R.R #1New Hamburg, Ontario.

Assumption of Risks

I am aware that Paintball involves:

- 1. strenuous physical activity including muscle strength, endurance, and cardiovascular exertion;
- 2. the use of air-powered paintball guns that emit paintballs at high velocity and at rapid speed. The object of the game involves other players firing their paintball guns at you, and you may be struck anywhere on your body. Paintball guns may malfunction without warning;
- 3. the game is conducted on open terrain that may contain numerous dangers, including uneven terrain, tree limbs, water, mosquitos and other insects, roots, trees and other naturally-occurring objects that may cause harm to you;
- 4. the terrain contains a number of man-made structures, vehicles and other obstacles that alone or in combination may be unsafe or hazardous to you, such as broken glass, unstable platforms, sharp metal edges, and other objects that may cause harm to you;
- 5. other players may exhibit violent or unpredictable behaviour. Alcohol and drug use is prohibited at the facility, but we assume no responsibility to guard against its use and you assume full responsibility and liability for erratic, violent or unpredictable behaviour on the part of other players.

I acknowledge that many Paintball activities may be new to me, and will challenge and possibly exceed my level of ability. While participating in Paintball I may also be exposed to the negligent acts of the Releasees and other participants. The conditions and injuries I may develop as a result of participating in Paintball include heart attacks, muscle strains, muscle pulls, muscle tears, cuts, contusions, broken bones, shin splints, blindness, heat prostration, injuries to knees, injuries to my back, paralysis, injuries to knees, back and feet and other illnesses and soreness, including death. I freely and willingly accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from them.

Release of liability, Waiver of Claims and Indemnity Agreement

In exchange for the Releasees allowing me to participate in Paintball, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasees;
2. TO RELEASE THE RELEASEES 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, due to any cause whatsoever, INCLUDING NEGLIGENCE OR BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury sustained by any third party, resulting from my participation in Paintball; and
4. This Agreement will be effective and binding upon my heirs, next-of-kin, executors, administrators and assigns, in the event of my death or incapacity.

Confirmation of Physical Condition

I hereby affirm that I am in good physical condition and do not suffer from any known disability or condition which would prevent or limit my participation.

Confirmation as to Age

I declare that I am 18 years of age or older. In the event that the participant is not 18 years of age, this document must be accompanied by an Addendum For Minors.

No Refund Policy

I understand that there is a no refund policy if for any reason I am unable to continue or complete any games for which payment has been made.

Promise to Abide by Rules

I hereby promise to play the game only in accordance with the rules of the game as posted, and to follow all instructions provided to me by game marshalls. Failure to follow rules or instructions will result in my immediate ejection from the game, without refund or right to re-admission.

Acknowledgements

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees, other than what is set forth in this Agreement. I acknowledge that my enrolment and participation in Paintball is purely voluntary.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT-OF-KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES

Signed this ___ day of _____, 200__.

Witness

Signature of Participant