

MICROBALL (CPI)

**Waiver and Release of Liability
Application to Play the Micro Paintball Game**

Employee Initial

Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement

1. I, the undersigned wish to play the paintball game (hereinafter referred to as the Game) operated by Combat Pursuit Inc. (hereinafter referred to as CPI) at Pickering, Ontario. I recognize and understand that by playing the Game I could become injured in many different ways. Those risks include, for example, but are not limited to, the risk of injury resulting directly or indirectly from the impact of the paint pellets used in the Game, injuries resulting from tripping and falling, injuries resulting from possible malfunction of equipment used in the Game, injuries from defects in the equipment used in the Game or in the playing field, injuries from equipment that may be considered unreasonably dangerous or unsafe and injuries resulting from an actions taken by the game operator (hereinafter referred to as CPI), including misconduct or negligence by CPI, its employees, directors, servants or shareholders. In addition, I recognize that I may suffer injuries even if I am playing the Game in accordance with the rules of the Game as set forth by CPI or from over-exertion in playing the Game. I recognize that these injuries could be serious, including by example and not limited to, loss of sight or even death.

2. I have read and fully understand Paragraph 1. I understand that by signing this application to play the Game, I release, discharge and agree to hold harmless and indemnify CPI and its employees, directors and shareholders from any and all liability of any kind or nature including, but not limited to, liability for injuries from the hazards or dangers described above and from any and all claims, including for example, but not limited to, claims for negligence, strict liability, premises liability and others, claims actions, suites, procedures, costs, expenses (including legal fees and expenses), damages ó direct or indirect and consequential, and liabilities arising from the manufacture, selection delivery, possession, use or operation of the equipment or from any acts or omissions of CPI or its employees, directors and shareholders, even if such acts constitute negligence or misconduct. I hereby release CPI, its employees, directors and shareholders, from any and all such liability, and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns. I hereby certify to CPI that I am in good health and do not suffer from heart condition or other ailment which could be exacerbated by the exertion involved in playing the Game. I further certify that I am 18 years of age or older.

3. I hereby promise to play the Game only in accordance with the rules of the Game as set forth by CPI in particular, I agree:

- a. To wear safety goggles at all times when I am on the playing field or at the target area, and to keep the goggles snug by pulling the straps tight; I understand that serious eye injury, including loss of eyesight, could occur if the safety goggles are not on when marking pistols may be discharged anywhere near me.
- b. To stay within the netted boundaries of the playing field.
- c. To keep the marking pistol I am using in safety while in the staging areas at all times using barrel blocking devises. To aim or point marking pistol at another person only during an active game.

4. If I have chosen to not use the goggles and marking pistol available from CPI I hereby certify that the goggles or marking pistol which I have chosen to use are at least as safe as CPI's and do hereby further and specifically indemnify and save harmless CPI, its employees, directors and shareholders from any and all claims arising out of any additional risk resulting from my use of goggles or marking pistol rather than those available from CPI.

5. I agree to ask CPI for clarification of any rule, safety procedure or equipment instruction.

6. This application to play the Game and specifically the waiver of liability, indemnity and release of liability including the agreement to hold CPI harmless shall also apply to pre - and post ó Game access or activity by the undersigned on or about the Game playing area, those areas adjacent to the playing field.

7. I have read this document carefully and understand that by signing below I am agreeing on behalf of myself, my estate, my heirs, representatives and assigns not to sue or claim against CPI, its employees, directors or shareholders, nor to hold CPI or its insurers, or any, liable for any injury, including death, resulting from my playing the Game. I am further agreeing on behalf of myself, my estate, my heirs, my representatives and assigns that I will hold CPI or its insurers, if any, harmless and indemnify them in the event any claims are brought against them for injuries to me or injuries caused by my actions. I intend to be fully bound by this agreement.

By virtue of my signature, I acknowledge and agree to all terms and conditions set forth in this form

Applicant: _____	Phone: _____
Address: _____	Email: _____
City/Prov: _____	Signature: _____
P Code: _____	Date: _____

**For Participants under the age of 18
(Parent or Guardian must read this form and sign below)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree with the terms, waiver of liability and release of liability set forth in paragraphs 1 through 7 of the Application to Play Paintball and Waiver of Liability and Release of Liability. I also agree on behalf of myself, the above named participant, his/her estate, heirs representatives and assigns that I will hold CPI, its employees, directors, shareholders or its insurers, if any, harmless and indemnify them in the event of injury to the above named participant or others caused by the above named participants actions. I intend to be fully bound by this agreement and further certify that the participant under the age of 18 years is 8 years of age or older.

Guadian: _____	Phone: _____
Signature: _____	Date: _____

RENTER _____ OWNER _____ OPEN CLASS _____ MEMBER _____ COUPON _____

ENTRY & RENTAL FORM

ENTRY	FEES	Member #
Entry - 3 Hours	\$10.00	_____
Rental - 2 Hours	\$15.00	_____
1 Hour Ext (Entry & Rental)	\$5.00	_____
Open Class - 3 Hours	\$15.00	_____
Compressed Air Band	\$10.00	_____

RENTAL EQUIPMENT

Basic (Included w Rental Package)

	Issued	Returned
Marker	<input type="text"/>	<input type="text"/>
Compressed Air Tank	N/A	<input type="text"/>
Paintball Loader	<input type="text"/>	<input type="text"/>
Barrel Cover	<input type="text"/>	<input type="text"/>
Mask	<input type="text"/>	<input type="text"/>

Extras (Not included w Rental Package)

Coveralls	\$5.75	<input type="text"/>	<input type="text"/>
Body Armor	\$5.00	<input type="text"/>	<input type="text"/>
Neck Armor	\$2.00	<input type="text"/>	<input type="text"/>
CO2 tank rental	\$5.00	<input type="text"/>	<input type="text"/>
Other: _____	\$ _____	<input type="text"/>	<input type="text"/>

Upgrades (Not included w Rental Package)

Bronze - Sharp Shooter Barrel	\$5.00	<input type="text"/>	<input type="text"/>
Silver	\$10.00	<input type="text"/>	<input type="text"/>
Gold	\$15.00	<input type="text"/>	<input type="text"/>

Replace Value
\$150.00
\$75.00
\$10.00
\$10.00
\$50.00
\$50.00
\$25.00
\$10.00
\$25.00
\$50.00
\$50.00
\$250.00
\$500.00

TOTAL _____

I certify that the items marked issued have been received.

I accept for use AS IS the equipment issued on this form, and accept full financial responsibility for the replacement at full value of any equipment issued but not returned or repair of the equipment for damages that are determined to be outside the regular wear and tear of the equipment.

Signature: _____

ID Left for Rental Equip.	
DL	
Visa	
Master Card	
Passport	
Deposit \$\$	\$