

Application to Play the Game

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

WRIST BAND #

Choose the **GAME:** **Paintball** | **Airsoft** | **Microball**

1. I, the undersigned wish to play the Game (as indicated above) operated by Timber Wolf Tracks. (hereinafter referred to as TWT) 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 projectiles 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 TWT, including misconduct or negligence by TWT, 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 TWT 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 TWT 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, on a solicitor and his own client basis, damages – 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 TWT or its' employees, directors and shareholders, even if such acts constitute negligence or misconduct. I hereby release TWT, 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 TWT 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 TWT 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 a game weapon may be discharged anywhere near me.
 b. To keep the game weapon I am using in safety while in the staging areas at all times using barrel blocking devices.

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

5. I agree to ask TWT 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 TWT harmless shall also apply to pre - and post – 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 TWT, it's employees, directors or shareholders, nor to hold TWT 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 TWT 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

Player Legal Name _____ Phone: _____
 Address: _____ Email: _____
 City/Province: _____ Signature: _____
 Postal Code: _____ Date of play: _____

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 TWT, it's 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.

Guardian: _____ Phone: _____
 Signature: _____ Date: _____

THIS SIDE LEAVE BLANK (staff will fill it in)

AIRSOFT Packages		PRICE	AMOUNT	COLLATERAL
Commando	Rental	\$60.00	_____	_____
Owner Entry		\$30.98	_____	_____
Member #	_____	\$10.00	_____	_____

MICROBALL Packages (Collateral Form required or \$200)

Basic/Party/Team	Rental	Owner	\$30.00	_____	_____
Recon	Rental	Owner	\$40.00	_____	_____
Commando	Rental	Owner	\$60.00	_____	_____

PAINTBALL Packages (Collateral Form required or \$200)

Basic/Party/Team	Rental	Owner	\$30.00	_____	_____
Recon	Rental	Owner	\$40.00	_____	_____
Commando	Rental	Owner	\$60.00	_____	_____
Member #	_____		\$	_____	_____
Other	_____		\$	_____	_____

PAINTBALL Gun Upgrades

Sniper Barrel	Longer barrel for better accuracy & range	\$5.00	_____	_____
Combat Rifle	Stock & Iron Sites improved shooting platform	\$15.00	_____	_____

UPGRADES & Add Ons

Thermal Mask	Upgrade \$10 - Trade In \$15 - Owner \$15	\$	_____	_____
Uniform		\$5.75	_____	_____
Camouflage		\$10.00	_____	_____
Body Armor		\$5.00	_____	_____
Neck Armor		\$2.00	_____	_____
Tank Rental	Owner Class Only (Collateral required = \$70)	\$10.00	_____	_____
Other	_____	\$	_____	_____
Other	_____	\$	_____	_____

TOTAL _____

Reservation Deposit _____

Amount Due _____