

**WARNING! PAINTBALL CAN BE DANGEROUS!!**

**HIGHLANDS PAINTBALL CUSTOMER DISCLAIMER AND INDEMNITY STATEMENT**

To Highlands Paintball "THE PAINTBALL OPERATORS"

In consideration of you allowing me to play and/or take part in the game of "Paintball" I hereby agree for myself, my executors, administrators, heirs, next of kin, successors and assigns;

(1)

(a) not to make any claim or demand of any kind, or institute any proceedings against the "the paintball operators" 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 or resulting from directly or indirectly any act, omission, neglect, default of the "PAINTBALL OPERATORS" arising or resulting from me being on or near the designated playing field 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 "The Paintball Operators", It's directors, officers and employees, agents, servants, licensees and invitees; all loss, injury or damage which they or anyone of them may sustain by reason of;

(i) any loss or injury suffered by me in the course of or incidental to playing the game of "paintball" or arising or resulting from me being on or near the designated playing area, and/or,

(ii) any loss or injury suffered by any other person whatsoever as a result of my neglect or wilful act or omission.

(c) the expression THE PAINTBALL OPERATORS shall include the following; any directors, officers, employees, agents, servants, licensees and invitees of Highlands Paintball.

(2) I warrant that I am fully aware of all risks involved in playing "paintball" and that there may be a possibility of injury to me including injury caused to me if "paintball" equipment does not perform properly. I nevertheless assume all such risks.

(a) I shall also except full responsibility for all equipment supplied to me during the course of the day and also agree to cover the cost of any or all material that maybe lost and or damaged whilst in my care.

(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 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 THE PAINTBALL OPERATORS.

(5) I have agreed to undertake at all times to wear and not remove my protective headgear whilst on or close to the designated "Paintball" playing area.

(6) I am not under the influence of any controlling substances.

(7) I have reached sixteen years of age.

ANY EQUIPMENT NOT RETURNED AT THE END OF THE DAY MUST BE PAID FOR – I UNDERSTAND THAT IF I LEAVE HIGHLANDS PAINTBALL WITHOUT RETURNING MY EQUIPMENT THAT I WILL BE REQUIRED TO PAY FOR IT.

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

Name: \_\_\_\_\_ Date of birth \_\_\_\_\_

Daytime Ph: \_\_\_\_\_ Mobile \_\_\_\_\_ ID Type \_\_\_\_\_

Address: \_\_\_\_\_

Email \_\_\_\_\_ Have you played paintball before? Y/N

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Witness: \_\_\_\_\_ Date \_\_\_\_\_