

# WAIVER AND RELEASE OF LIABILITY FORM

RELEASE OF LIABILITY, WAIVE OF CLAIMS,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

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

To: Barrie PaintBall Adventure Club Inc. (hereafter known as the sponsors or releasees)

## Assumption of Risk:

- 1.) I, the undersigned wish to play at Barrie Paintball Adventure Club Inc., . I recognize and understand that playing at Barrie Paintball Adventure Club (hereinafter called the game) involves certain risks. These risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the game and injuries from tripping or falling over obstacles in the game playing field, In addition, I recognize that the exertion of playing the game could result in injury or death.
- 2.) Despite these and other risks, and fully understanding such risks, I wish to play the Game. I also hereby hold harmless the “sponsors” and Indemnify them against any or all claims, actions, suits, procedures, costs, expenses (including attorney and expenses), damages and liabilities arising out of, connected with, or resulting from my playing the Game, Including without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of such equipment. I hereby release the Sponsors from any and all such liability, and I understand that this shall be binding upon my estate, my heirs my representatives and assigns, I hereby certify to the Sponsors that I am in good health and do not suffer from a 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 further agree to maintain a minimum social distance of 2 meters from all other patrons & staff as is required under Ontario Law as a result of the COVID-19 Pandemic. I further agree to abide by any other statute or recommendation enacted in regards to public health and safety. I understand the potential of Contracting COVID-19 exists and accept the risk to play the game.

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of participating in the “Game”, I hereby agree as follows:

- 1.) TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Barrie Paintball Adventure Club Inc. their directors, officers, employees, agents, and representatives (all of whom are hereinafter collectively referred to as “ 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 Barrie Paintball Adventure Club Inc. due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;
- 3.) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damages to property of, or personal injury to, any third party, resulting from my participation in Barrie Paintball Adventure Club Inc;
- 4.) GIVE CONSENT TO HAVE MY IMAGE/VIDEO LIKENESS used for social media and marketing purposes by Barrie Paintball Adventure Club Inc. their directors, officers, employees, agents, and representatives (all of whom are hereinafter collectively referred to as “ the Releasees”): and
- 5.) That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.
- 6.) This game is an Open Class Game. Be Advised there may be First Strike Rounds(FSR) used at this game Event as permitted.
- 7.) The permitted Feet per Second(FPS) for this field event is 290FPS for Round-ball & 290FPS for FSR.
- 8.) By signing this waiver I acknowledge that there will be live firing of First Strike Rounds(FSR) at this event and it is understood and accepted that any injury incurred to myself or other participants by way of being hit by a round-ball or FSR is not the responsibility of The Event, Attendees, Game Organizers, Field Owners or Barrie Paintball Adventure Club Inc.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, 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.

All Players, Participants, Coaches, Photographers or Watchers etc. Need to Sign Below

Signature of applicant \_\_\_\_\_ Signed this 6th day of April 2024  
month

To Receive Discount Offers & Valuable Information

Print name of applicant \_\_\_\_\_ Phone #: \_\_\_\_\_ Sign me up Email: \_\_\_\_\_

Signature of Parent if Participant is less than 18 years old \_\_\_\_\_

Print Name of Parent \_\_\_\_\_