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## PAINTBALL WAIVER

EAGLE BAY CAMP PAINTBALL ACTIVITY  
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTIONS OF RISKS AND INDEMNITY AGREEMENT  
THIS IS A LEGAL DOCUMENT – READ CAREFULLY  
BETWEEN EAGLE BAY CAMP AND:

PARTICIPANT (OR GUARDIAN IF UNDER 18)

NAME OF PLAYER: \_\_\_\_\_

PHONE #: \_\_\_\_\_

MAILING ADDRESS: CITY: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_

PARTICIPANT (OR GUARDIAN IF UNDER 18) \_\_\_\_\_

PROVINCE: \_\_\_\_\_

I CERTIFY THAT I HAVE READ THE TERMS AND CONDITIONS SET FORTH ON THIS AGREEMENT AND LIABILITY RELEASE IN ITS ENTIRETY, AND THAT I HAVE EXECUTED THE SAME OF MY OWN FREE WILL WITHOUT ANY DURESS WHATSOEVER, REALIZING THAT IT IS A LEGALLY BINDING AGREEMENT.

SIGNATURE OF PLAYER: \_\_\_\_\_ DATE: \_\_\_\_\_

CONSENT OF PARENT OR GUARDIAN  
(REQUIRED FOR PLAYERS UNDER 18 YEARS OF AGE)

IN CONSIDERATION OF THE FACILITIES PROVIDED BY EAGLE BAY CAMP TO THE ABOVE  
PLAYER,

I, \_\_\_\_\_ (NAME OF PARENT/GUARDIAN) PARENT AND/OR GUARDIAN OF THE  
PLAYER, MINOR, DO HEREBY AGREE BOTH ON BEHALF OF MYSELF AND SAID PLAYER AND HIS/HER AND MY HEIRS,  
ASSIGNS AND LEGAL REPRESENTATIVES, TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE ABOVE  
AGREEMENT. I HAVE READ AND UNDERSTAND THE AGREEMENT. I UNDERSTAND THAT BY MAKING THIS  
AGREEMENT I SURRENDER VALUABLE RIGHTS. I DO SO FREELY AND VOLUNTARILY.

SIGNATURE OF PARENT/GUARDIAN: \_\_\_\_\_ PHONE #: \_\_\_\_\_

INITIAL AFTER READING:

I HEREBY CERTIFY:

I AM AT LEAST 18 YEARS OF AGE AND IN GOOD MENTAL AND PHYSICAL HEALTH AND IF I AM UNDER THE AGE OF 18, I WILL HAVE A PARENT'S OR GUARDIAN'S SIGNATURE GIVING PERMISSION TO PARTICIPATE IN THE GAME AND AGREEMENT TO THIS WAIVER

IN RETURN FOR THE USE OF THE FACILITIES AND/OR ANY OTHER CONSIDERATION, I STATE AND AGREE THAT:

A) \_\_\_\_\_ I AM AWARE THAT I AM PARTICIPATING IN AN ACTIVITY (HEREINAFTER REFERRED TO AS THE "PAINTBALL GAME") WHICH IS A PHYSICALLY AND MENTALLY STRENUOUS GAME INVOLVING POSSIBLE RISK OF INJURY FROM EQUIPMENT, OTHER PLAYERS, AND THE PLAYING ENVIRONMENT.

B) \_\_\_\_\_ I HEREBY UNDERTAKE AND ASSUME TOTAL RESPONSIBILITY FOR ANY RISK OR INJURY ASSOCIATED WITH PLAYING OR PARTICIPATION IN THE PAINTBALL GAME.

C) \_\_\_\_\_ I UNDERTAKE TO PLAY THE PAINTBALL GAME ONLY IN ACCORDANCE WITH THE SAFETY INSTRUCTIONS, RULES AND GUIDELINES WHICH I HEREBY ACKNOWLEDGE AS HAVING READ AND UNDERSTOOD.

D) \_\_\_\_\_ I AM AWARE THAT EAGLE BAY CAMP DOES NOT WARRANT THE CONDITION OR SAFETY OF EQUIPMENT, FACILITIES OR PREMISES, NATURAL AND CONSTRUCTED, OR THE AVAILABILITY OF EMERGENCY MEDICAL CARE, CONNECTED WITH THE PAINTBALL GAME.

E) \_\_\_\_\_ I HEREBY FOR MYSELF, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNEES, RELEASE, REMISE AND FOREVER DISCHARGE FROM ANY CLAIMS AND LIABILITIES WHATSOEVER WITHOUT LIMITATIONS THAT I MIGHT HAVE AGAINST EAGLE BAY CAMP AND THE OWNERS OF THE PROPERTY UPON WHICH THE PAINTBALL GAME IS PLAYED FROM AND

AGAINST ALL LIABILITY, ACTIONS, CLAIMS, COSTS, (INCLUDING LEGAL COSTS), DAMAGES, AND SUITS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM MY PLAYING THE PAINTBALL GAME, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE MANUFACTURE, SELECTION, DELIVERY, POSSESSION, USE, OR OPERATION OF SUCH EQUIPMENT. I HEREBY CERTIFY TO EAGLE BAY CAMP AND THE PROPERTY OWNERS THAT I AM IN GOOD HEALTH AND DO NOT SUFFER FROM A HEART CONDITION OR OTHER AILMENT THAT COULD BE AGGRAVATED BY THE EXERTION INVOLVED IN PLAYING THE GAME.

F) \_\_\_\_\_ I ACKNOWLEDGE THAT THE FOREGOING RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAW OF THE PROVINCE OF BRITISH COLUMBIA, AND THAT IF ANY PORTION THEREOF IS HELD TO BE INVALID, THE BALANCE SHALL, NEVERTHELESS, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

G) \_\_\_\_\_ I UNDERSTAND AND ACCEPT THE RESPONSIBILITY FOR ALL EQUIPMENT SUPPLIED TO ME BY EAGLE BAY CAMP. IF I DAMAGE OR LOSE ANY PORTION OF THIS EQUIPMENT, I AGREE TO PAY ALL COSTS RELATED TO THE REPLACEMENT OR REPAIR OF THE DAMAGED ITEM(S).

H) \_\_\_\_\_ I FURTHER DECLARE THAT THIS DOCUMENT HAS BEEN DRAWN UP IN THE ENGLISH LANGUAGE AT MY REQUEST.

I) \_\_\_\_\_ THIS AGREEMENT SHALL BE BINDING UPON ME, AS WELL AS MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS.

SEASONAL CONSENT: AT THE OPTION OF THE PARENT/GUARDIAN I AGREE TO THE WAIVER/CONSENT FORM BEING IN FORCE FOR THE CURRENT CALENDAR YEAR AND DO NOT REQUIRE ADDITIONAL CONSENT/WAIVER FORMS FOR EACH DATE THE PLAYER WISHES TO PLAY THE PAINTBALL GAME.

SIGNATURE OF PARENT/GUARDIAN: \_\_\_\_\_

DATE: \_\_\_\_\_