

PAINTBALL HEADQUARTERS

WAIVER/RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In consideration of Paintball Headquarters furnishing services and/or equipment to enable me to participate in Paintball games, I, the undersigned fully agree, understand and acknowledge the following:

- 1) Has as to be allowed by Paintball Headquarters to play paintball and acknowledge that the game involves physical exertion and other risks, known and unknown and, may result in injury to the myself or others playing the game.
- 2) Is aware of the possibility of risks of injury, including, but not limited to being shot by a paintball, falling, tripping, heat stroke, heart attack, hypothermia, bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, blindness, death or other ailments that could cause serious disability, improper use or operation of equipment by myself or any other player and others not following the safety rules:
- 3) Agrees to play paintball according to the rules explained and to follow direction given by Paintball referees:
- 4) Warrants and acknowledges that my physical condition is excellent and my mental state is sufficiently stable to enable myself to participate safely in the game.
- 5) Agrees to use any paintball equipment in a manner which will not cause injury or damage to myself or others playing:
- 6) Authorize the use of my photos, videos, name, comment, game result, etc. for promotional purposes.
- 7) Understand and agree to follow all safety rules and procedures:
- 8) Understand that serious and permanent eye injury, including loss of eyesight, can occur if approved paintball safety mask is not worn in any area where paintball markers/paintball gun may be intentionally or accidentally discharge:
- 9) Understand that it is my responsibility to wear approved paintball safety mask and accept that responsibility:
- 10) Understand that the approved paintball safety mask can fog up or become dirty, and agree that despite any, or other, such problems, I will keep them securely fastened to protect the eyes and will not remove them while playing on field, shooting range or in any other area where I might be struck by paintball:
- 11) Understand that the loss of hearing from an ear shot, disorientation, and injury from throat, groin, head or ear shots can occur if proper safety equipment is not worn to protect these areas, and understand that it is my responsibility to wear such items:
- 12) Understand that any, or all belongings/possessions, is left at the sole risk and responsibility of myself. The management and its staff assume no responsibility for lost or missing belongings/possessions.

In consideration of being permitted to play the game, the undersigned, on behalf of himself/herself, he/she successors or assigns, hereby releases and forever discharges Paintball Headquarters, the property owners, land leased holders or managers, employees, officers, agents, operators both jointly and severally from any actions, covenants, claims and demands for damages, cost, loss of injury, however arising, including negligence of Paintball Headquarters which may have been or may be sustained by the undersigned in any way relating to or arising out of the playing of paintball or the equipment, including but not limited to, the manufacture, delivery, possession, use or operation of the equipment or the natural environment. The undersigned desires and agrees to assume all risks.

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT RELIEVING PAINTBALL HEADQUARTERS PROPERTY OWNERS AND EQUIPMENT SUPPLIERS AND THEIR EMPLOYEES FROM LIABILITY FOR INJURY OR DEATH TO YOU. IF YOU HAVE ANY DOUBTS CONCERNING ANY ASPECT OF ITS CONTENTS, CONSULT AN ATTORNEY BEFORE SIGNING IT. THIS RELEASE OF LIABILITY AGREEMENT COVERS ALL PAINTBALL ACTIVITIES OR EVENT I PARTICIPATE HEREAFTER.

I hereby agree to the above release and knowledge the receipt of the referenced safety rules. I have read each and every item of this waiver, I understand what each item means and I agree to abide by the terms of this Waiver. This Waiver applies to any and all paintball games I participate in at present or in the future.

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| ** FOR PLAYER USE ** | | Paintball Marker NO. |
| PLAYER'S NAME : _____ | SIGNATURE : _____ | <div style="border: 1px solid black; width: 60px; height: 60px; margin: 0 auto;"></div> |
| AGE: <u> ** Under 18 ** / 18 or above </u> | DATE : _____ | |

*FOR PLAYER UNDER THE AGE OF 18, PARENT/GUARDIAN(AGE OF 18 OR ABOVE) IS NEEDED TO SIGN FOR AND ON BEHALF OF THE PLAYER TO ACCEPT AND TO AGREE THE ABOVE TERMS AND CONDITIONS IN THIS WAIVER/RELEASE OF LIABILITY AND ASSUMPTION OF RISK .

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| ** FOR PARENTS/GUARDIAN USE ONLY ** | |
| I hereby declare I am the parent or legal guardian of the above player with age of 18 or above, I hereby agree to the above release and acknowledges the receipt of the referenced safety rules and I agree the above player to participate paintball games with my signature underneath . | |
| PARENT'S/GUARDIAN'S NAME: _____ | SIGNATURE : _____ |

| Additional charges | Signature / Initial | | | | |
|-------------------------------|---------------------|--------------|--------------|--------------|--------------|
| | 1st Purchase | 2nd Purchase | 3rd Purchase | 4th Purchase | 5th Purchase |
| 100 Paintballs @ HK\$60.00.- | | | | | |
| 50 Paintballs @ HK\$35.00.- | | | | | |
| 2000 paintballs @ HK\$1,000.- | | | | | |
| Beverage @ HK\$6.00.- | | | | | |