

# Mansfield Paintball Adventure Park Waiver and Release of Liability Form

## Release of Liability, Waive of Claims, Assumption of Risk and Indemnity Agreement

**By Signing this Document You Acknowledge That You Have Read This Document In Its Entirety and Waive Certain Legal Rights, Including the Right to Sue!**

**EACH PLAYER, SPECTATOR, GUEST MUST SUBMIT A WAIVER BEFORE PLAYING OR WATCHING PAINTBALL**

**(PRINT)** Participant/Parent/Legal Guardian Name: \_\_\_\_\_

**(PRINT)** Minor's Name \_\_\_\_\_ Today's Date: \_\_\_\_\_

Birth Date of Player/Spectator/Guest/Volunteer: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_ **(Circle One) Player or Spectator**

**DO YOU NEED RENTAL EQUIPMENT?**

**YES**

**NO**

**IF YES, must leave license or photo I.D. with registration office. -- Guest is responsible for picking up I.D. after returning rental equipment.**

### **To: Mansfield Paintball Adventure Park: ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID – 19**

**Coronavirus, COVID – 19, has been declared a worldwide pandemic by the WHO, World Health Organization.** The WHO has stated that COVID - 19 is extremely contagious and is believed to spread in various ways, but mainly from person to person contact. In order to help protect the public, the federal, state and local governments, along with the state health agencies, strongly recommend avoiding the congregation of groups of people, staying at home if you have a fever or if you are not feeling healthy, as well as social distancing when in public. **(For the most current information on how to help protect yourself from Coronavirus / COVID – 19, please contact the CDC, WHO and your local health department.)**

**In order to reduce the spread of coronavirus/COVID – 19,** Mansfield Paintball Adventure Park has added multiple additional safety, cleaning and disinfecting preventative measures to its existent safety procedures. Please be informed and aware that Mansfield Paintball Adventure Park, the owners, employees, referees and volunteers (from here on referred to as Releasees) cannot guarantee that you, the undersigned, your child(ren) or your guests will not become infected with the Coronavirus/COVID – 19 while visiting, attending, playing, spectating, or volunteering at Mansfield Paintball Adventure Park.

**By signing this agreement/waiver of liability, I, the undersigned, acknowledge, accept, and voluntarily assume all responsibility for all health and life risks to myself and my child(ren) in reference to the contagious nature of COVID – 19.** I furthermore hereby state that I recognize, understand, am aware of, and knowingly acknowledge that by visiting, attending and/or volunteering at Mansfield Paintball Adventure Park, I voluntarily assume the increased risk of personal injury to myself and my child(ren's) health and life which could include, but is not limited to: exposure, illness, infection, temporary and permanent disability and death caused by coronavirus/COVID – 19.

**I also acknowledge that by visiting Mansfield Paintball Adventure Park, I, the undersigned, my child(ren) and family may further increase our exposure to COVID – 19** by renting equipment, playing paintball with others (hereinafter called the "Game"), sitting and/or standing in areas where other players, spectators, employees or guests are, or have been. I fully voluntarily accept the responsibility for all possible exposure to the coronavirus/COVID – 19 from all possible sources while willfully visting Mansfield Paintball Adventure Park.

**I further understand that the risk of becoming exposed to or infected by COVID – 19** at Mansfield Paintball Adventure Park may result from the actions, omissions, or negligence of myself and others, including, but not limited to Mansfield Paintball Adventure Park owners, managers, employees, volunteers, guests and their families.

**Having a full and complete understanding of the above-mentioned Coronavirus/COVID 19 health and life risks, I voluntarily agree to assume sole responsibility for any injury, health and life risk that I or my child(ren) may experience or incur while:** attending, visiting, spectating, or participating in any general public paintball playing games, speedball games, private paintball playing reservations and/or other programming at Mansfield Paintball Adventure Park. On my behalf, and my child(ren's) behalf, I hereby release Mansfield Paintball Adventure Park, and all their RELEASEES of all liability, actions, omissions, negligence of the park, damages, costs or expenses of any kind, waiver of claims, waiver of lawsuits and Indemnity in reference to possible exposure to Coronavirus/COVID – 19 while visiting Mansfield Paintball Adventure Park. \_\_\_\_\_ **(Participant / Parent Initials)** **Page 1**

## PAINTBALL WAIVER AND RELEASE OF LIABILITY

I, the undersigned, have requested to visit, attend, spectate, and/or play paintball at Mansfield Paintball Adventure Park. I recognize and understand that playing, spectating, visiting or volunteering at Mansfield Paintball Adventure Park could result in certain known and unknown risks of injury, temporary/permanent disability or death to myself, my child(ren) or others. I am aware of, understand and acknowledge that those risks include, but are not limited to:

- **The risks resulting from possible malfunction and improper use or operation of any rental and personal equipment** used in the Game and outside of the playing fields by myself or others;
- **The risks resulting from possible injuries that may occur while playing the Game or spectating:** tripping or falling over obstacles/tree stumps and/or holes, falling trees or branches, scratches and cuts from sharp metal objects such as nails/screws/metal corners/staples/wire, fractures, snake bites, insect bites and stings, wild animal attacks, getting lost in any of the Game playing fields, being shot by a firearm/hunters, or poisonous plants while inside and/or outside of the Game playing fields;
- **The possible risks resulting from the physical exertion of playing the Game which could result in:** heat exertion/heat stroke, hypothermia, heart attack, ailments that could cause serious disability, or death;
- **The possible risks of serious injury resulting from not wearing ASTM approved safety eye ware / paintball mask.** I also understand that it is my responsibility to wear an ASTM approved safety paintball mask/goggles, and I accept that responsibility. I also understand that it is my responsibility to immediately bring to the attention of a referee **any and all damage that occurs to my protective face mask so that the referee/rental equipment technician can then issue the undersigned new equipment;**
- **The possible risk of serious eye jury,** including partial or total loss of eyesight, eye, and death that could occur if approved safety face goggles/mask is not worn in all playing and shooting areas where paintball equipment and/or markers/guns may intentionally or accidentally discharge. The player, spectator, visitor or volunteer understands it his/her responsibility to wear such items and understands that removing the protective face mask / goggles while in the playing field, entrances or exits, may result in permanent loss of eye, partial or total loss of eyesight, and/or death;
- **The risk of serious hearing loss from an ear shot,** which may also include, but is not limited to disorientation and various levels of additional injury and/or hearing loss;
- **The risk of serious injury from a head, throat, or groin shot** if proper safety equipment is not worn to protect these areas, and that it is his/her responsibility to wear such protective items;
- **The risk of serious injuries resulting from any players and/or spectators who fail to abide by any Game rules, park rules and safety signage.**

In addition, I understand and take full responsibility for making sure that a paintball-manufactured barrel cover (Barrel Bag or Cap...Plugs Are Not Allowed) is securely placed over the end of the marker's / gun's barrel before exiting any playing field or chronograph area.

I hereby certify to Mansfield Paintball Adventure Park that:

- I am in good health, and DO NOT suffer from ANY heart condition or other ailment, which could be exacerbated by exertion involved in playing the Game and/or spectating the Game.
- (Females) I further certify that I am NOT pregnant.

Despite these and other risks, known and unknown, and having a full understanding of these risks, I, the undersigned, and my child(ren) voluntarily ask permission to visit, attend, play the Game, spectate, and/or volunteer, and hereby assume all risks of playing the Game, spectating, visiting and/or volunteering at Mansfield Paintball Adventure Park.

In consideration of being permitted to participate in any paintball activity, including but not limited to: playing paintball (the Game), operating and/or renting equipment owned by the vendor, as well as using or renting the premises, I hereby fully understand and acknowledge that I am assuming all responsibility for any risks, dangers, losses and/or damages, whether caused in whole, or in part, by the negligence or other conduct of Mansfield Paintball Adventure Park's Releasees, volunteers, or by any other person.

\_\_\_\_\_ (Participant / Parent Initials)

Mansfield Paintball Adventure Park Safety Rules and Terms of Agreement Form

**Release of Liability, Waiver of Claims, and Indemnity Agreement**

In consideration of participating in the Game, spectating the Game, or visiting Mansfield Paintball Adventure Park, I, the undersigned, on behalf of myself, my child(ren) and my personal representatives and heirs, agree to hereby hold harmless Mansfield Paintball Adventure Park, the owners, their Releasees, volunteers, or any other person. I further hereby agree:

- **TO WAIVE ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEDURES, COSTS, EXPENSES (INCLUDING ATTORNEY FEES)**, that I have or may have in the future against Mansfield Paintball Adventure Park, their directors, officers, employees, agents, and representatives, Releasees.
- **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, personal injury, property damage, wrongful death, loss of services and liabilities arising out of, connected with, or resulting from my using rental equipment, including without limitations, those resulting from any manufacture, selection, delivery, possession, use, or operation of such equipment or the expense that I, or my child(ren) may suffer, or that my next of kin may suffer, as a result of my participation in the Game, spectating the Game, visiting, or volunteering at Mansfield Paintball Adventure Park due to any cause whatsoever, INCLUDING negligence on the part of Mansfield Paintball Adventure Park, their Releasees or volunteers.
- **TO HOLD HARMLESS AND IDEMNIFY THE RELEASEES** from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in the Game, spectating the Game, and visiting Mansfield Paintball Adventure Park; and that this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and assigns, in the event of my death.

**Media/Photography Consent and Release**

I hereby grant permission to indemnify Mansfield Paintball Adventure Park to take and use any paintball playing / spectating photographs, videotape, digital images, audio recording, quoted statements made by myself and/or my child(ren) whether by ourselves, or with other guests, visitors, players, referees, employees and/or volunteers in our marketing materials, including print, video, web, or any other forms of marketing media.

I further agree and give permission for my, or my child(ren’s), identity and name to either be revealed or not revealed in commentary or descriptive text in connection with the image(s). I authorize the indefinite use of these materials without compensation to me, my child(ren), family or relatives. I permit, offer and agree that all prints, digital reproductions, video and audio recordings shall be the property of Mansfield Paintball Adventure Park.

**Medical Permission and Authorization**

If the participant, spectator, guest, visitor and/or volunteer is of minority age, the undersigned parent and/or guardian hereby gives permission for Mansfield Paintball Adventure Park to authorize emergency medical treatment as may be deemed necessary for myself or for the minor named while participating the Game, spectating the Game, visiting, or volunteering while attending Mansfield Paintball Adventure Park.

**I can read and speak English. I have read and understood this agreement/waiver. I am aware that by signing this agreement I am waiving certain legal rights, which I, my child(ren), my heirs, next of kin, executors, administrators, and/or assigns, may have against Mansfield Paintball Adventure Park, the owners and the Releasees.**

**PARENTAL CONSENT (required for participants under the age of 18)**

I, the minor’s parent and/or legal guardian, have read every section of this waiver and fully understand the nature of all above referenced information. I am aware of the minor’s experience/capabilities and believe the minor to be qualified to participate in such activity referred to as the Game, spectate the Game, visit and/or volunteer while at Mansfield Paintball Adventure Park. I hereby release, discharge, covenant not to sue and agree to indemnify and save and hold harmless each of the releases from ALL liability, claims, demands, losses, or damages on the minor’s account caused, or alleged to have been caused, in whole, or in part, by the negligence of the Releases or otherwise, including negligent rescue operations, and future agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against any of the above Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost, or any release that may incur as the result of such claim.

\_\_\_\_\_ **PARENT / GUARDIAN SIGNATURE REQUIRED (if under 18)**

\_\_\_\_\_ **PRINT MINOR’S FIRST AND LAST NAME**

Mansfield Paintball Adventure Park Safety Rules and Terms of Agreement Form

**Additional Safety Rules**

- 1. All players must watch a safety orientation video before entering the fields.
2. All Referees decisions are final. Players are not allowed to argue with any Mansfield Paintball Adventure Park employees or referees.
3. All spectators and players must stand at least 5 feet from all netted areas. Leaning on or standing too close to these nets could cause injury or loss of eye/eyesight.
4. Mansfield Paintball Adventure Park is a field paint only facility. Players will use only Mansfield Paintball Adventure Park paintballs.
5. Employees and Referees reserve the right to inspect hoppers, gear bags, caddies or coolers at any time.
6. We do not fill CO2 tanks. Players may rent or buy a compressed air tank.
7. PLAYER ASSUMES ALL RESPONSIBILITY WHEN FILLING THEIR AIR TANK. --- ONLY 3000 PSI IS USED ON RENTAL EQUIPMENT. PLAYER ACKNOWLEDGES FULL RESPONSIBILITY FOR MAKING SURE THAT CORRECT PSI AIR STATION IS USED WHEN FILLING THEIR AIR TANK.
8. Never tamper with a RENTAL HPA tank, gas bottle or propellant, as these are potentially dangerous and should only be serviced by qualified personnel.
9. Players will NOT shoot paintball markers into or around the registration area, staging / seating areas, neutral zones, parking areas, or any other non-shooting safety areas.
10. During all Woodsball and/or scenario field games, when faced with an opponent at a short distance (less than 20 feet), the player must tell the opponent to surrender. Players will NOT shoot paintball markers at an opponent in close range (5 ft. or less). The first one to get tagged out (Touched) will be eliminated.
11. THE 20 FOOT SURRENDER RULE DOES NOT APPLY IN THE SPEEDBALL FIELD! THERE IS NO SURRENDER RULE ON THIS FIELD!
12. Players will not bring or use any alcohol, illegal drug, or tobacco related products at any time to Mansfield Paintball Adventure Park.
13. Players will avoid ALL field hazards; man-made or natural.
14. THE ALL-NATURAL TERRAIN FIELD CALLED DEEP WOODS IS A PLAY AT YOUR OWN RISK FIELD! Mansfield Paintball Adventure Park is NOT responsible for natural terrain dangers. (Rocks, trees, briars/stickers, wildlife, holes, and plants dangers.)
15. Players & Spectators will agree to refrain from cursing or using vulgar language.
16. Players will NOT climb any trees, fences, walls, or on top of any structures.
17. Glass containers are not allowed on Mansfield Paintball Adventure Park grounds.
18. All paintball markers must be chronographed at or under 280 fps by an employee of Mansfield Paintball Adventure Park before they can play. Players CANNOT adjust their marker after it has been chronographed. Any player found adjusting their marker after it has been chronographed will be ejected from the park grounds.
19. These are NOT all the rules and regulations of Mansfield Paintball Adv. Park. Players must follow any rules or regulations stated by any Mansfield Adv. Park Employee, Referee, in our Safety Video or on signs. No refunds will be given if any of the rules are NOT followed.
20. WE MAINTAIN THE RIGHT TO REFUSE PARTICIPATION TO ANYONE ON ANY GROUNDS DEEMED APPLICABLE BY MANSFIELD PAINTBALL ADV. PARK
21. THERE ARE NO REFUNDS ON ANY PURCHASE IF YOU ARE ASKED TO LEAVE FOR ANY REASON.

[initials] I can speak, understand and read English, and I agree to follow all the rules and regulations listed above and any additional rules and regulations as stated by any Mansfield Paintball Adventure Park Employee or Referee.

[initials] I agree to only use Mansfield Paintball Adventure Park's paintballs. I will only use the paintballs I purchase here.

**Terms of Agreement**

I accept full responsibility for renting, borrowing and using any equipment I rent from Mansfield Paintball Adventure Park, including, but not limited to, markers, goggles, mask, tanks, and hoppers. I will be responsible for the replacement (at full retail value) of any equipment that is rented, not returned, or damaged in any way to Mansfield Paintball Adventure Park. I also agree and understand that I am responsible for my own personal property and will not hold Mansfield Paintball Adventure Park, their Releasees, or volunteers, responsible in any way for any damage or loss of said property.

All of the agreements contained herein shall be binding on my heirs, successors, assignees, administrators, and executors.

This document is intended to be a legally binding contract. (I acknowledge that I have also read and discussed these rules with my child/minor.)

If you have any doubts concerning any aspect of its contents, consult an attorney BEFORE signing this Release of Liability, Waive of Claims, Assumption of Risk and Indemnity Agreement.

- I have read every item of this 4-page contract. I hereby agree to all the above terms.
I speak and read English. I have read and understand what each item means, and I agree to abide by all the terms of this 4-page contract.
This contract / Release of Liability, Waive of Claims, Assumption of Risk and Indemnity Agreement applies to any and all paintball rentals, visiting, volunteering, playing games, spectating, and all activities that I participate in at this time, or in the future, while attending Mansfield Paintball Adventure Park.

Signature of Participant Player, Spectator, Guest, or Volunteer

Date

If Participant, Spectator, Guest, Volunteer is under 18, Signature of Parent/Legal Guardian

Date