

**XCALIBRE PAINTBALL PARK
RELEASE, WAIVER AND INDEMNIFICATION**

Name: _____ Date of Birth: _____

Address: _____

Phone Number: _____ Emergency Phone Number: _____

In consideration of undersigned's participation and entry into and use of the Xcalibre Paintball Park (the "**Park**") and in consideration of the provision of equipment by Hymark Investments Ltd. o/a Xcalibre Paintball, if any, to the undersigned for use in the Park (the "**Equipment**") the undersigned, for themselves, their heirs, executors, administrators and assigns:

1. waives any claims to which the undersigned may become entitled to for injury or damage and release the Park, its respective servants, agents or employees from any claims, demands, damages, actions or causes of actions arising out of or in consequence of any loss, injury or damage to the undersigned's person or property incurred while attending at or participating at the Park, notwithstanding any such loss, injury or damage may have arisen by reason of the negligence of the Park, its servants, agents or employees;
2. releases and forever discharges the Park and Hymark Investments Ltd. from all claims, demands, damages, actions or causes of action whatsoever, in law, or in equity, which the undersigned, their heirs, executors, administrators or assigns can, shall or may have against the Park or Hymark Investments Ltd. arising or to arise by reason of the use of Park and the Equipment, or either of them;
3. covenants to indemnify the Park and/or Hymark Investments Ltd., its servants, agents or employees against all actions, damages, debts, accounts, claims, and demands which may be brought against it that may arise from the use and / or operation of the Equipment; and
4. covenants to indemnify the Park and/or Hymark Investments Ltd., its servants, agents and/or employees from any claims or demands which might be made against the

Park and Hymark Investments Ltd, its servants, agents or employees arising out of or in consequence of the attendance or participation by the undersigned at the Park.

The undersigned further states that they are in proper physical condition to participate in activities at the Park, and is aware that participation could, in some circumstances, result in physical injury, the risk of any physical injury being acknowledged and accepted by undersigned.

By signing this document, the undersigned confirms that they have read the attached Park Regulations and covenants to abide by all the rules contained therein.

Signature: _____

Date: _____

Signature: _____
[parent's, if person participating is a minor]

Date: _____

Witness: _____

Date: _____

Xcalibre Paintball Park Regulations
(the "Park Regulations")

The following regulations respecting the use of the Xcalibre Paintball Park (the "Park") located at Meridian 4, Range 19, Township 63, Section 9, Quarter South East (which property is owned by Walter Fredericksen and Mitzie Mytz) shall be adhered to by the user at all times. Failure to adhere to these regulations may result in immediate eviction of the user from the Park and the user may be prohibited from future use of the Park.

The user agrees and acknowledges that:

1. The Park may only be used by the participant(s) authorized and approved by the Park.
2. Participants must make arrangements and be approved to use the Park prior to the Park being used. The parties acknowledge that the Park may cancel any use of the Park at any time.
3. Participants shall complete and sign a Release/Waiver and Indemnification Agreement with the Park prior to using the Park.
4. The Range shall only be available for use during the following hours:

[NTD: client to advise if times change or if they are set; if set, they should be listed]
5. Prior to and during the use of the Park, participants shall make its best efforts and take every reasonable precaution to prevent any injury to any person as a result of participants using the Park.
6. Every participant using the Park shall remain in the area of the Park and not use or enter any other portion of the Park. Boundaries around the playing field are marked. During play, no players are allowed out of the boundaries without being considered out. Participants should bring enough rounds to last them an entire game since there is no re-entry permitted once you have left the boundaries.
7. No unauthorized equipment. All paint MUST be purchased at the Park facilities. There are no refunds on unused paint, but may be marked by the Park's employees for future use at the Park.
8. Participants must be careful with the equipment. Participants may not leave any paintball equipment unattended between games.

9. Safety masks are required at all times, with no exceptions. At no time during play is a participant allowed to remove his/her facemask.
10. It is strictly prohibited to deliberately shoot at another participants' head or neck area.
11. There is no physical contact between participants.
12. Do not overshoot another Participant. Follow the "Mercy Kill Rule" i.e. if you are within 20 feet of another participant, wait a second to permit them to surrender. If they have not surrendered, you are free to shoot them. Do not shoot another participant from any distance under 15 feet. In a critical situation, a participant can always surrender.
13. A Participant is considered "out" when a ball hits them and breaks (the ball must break on the Participant) It is not considered a "HIT", if the Participant gets paint splatter on them. It does not matter whether the Participant is shot by an opposing Participant or a teammate. When a Participant is marked, they must immediately call themselves "HIT". They must then turn the safety on and plug your barrel.
14. After a Participant is "HIT", that participant must leave the Park area, and must not call out directions or locations of opposing participants. The "HIT" participant may not shoot at another Participant, or be shot by another Participant.
15. No unadvised climbing on trees, structures or vehicles.
16. Carry your guns by the handgrips and be sure not to hold the trigger while you are not in play.
17. If you experience equipment difficulties, call the referee and they will assist you. If your gun is leaking air or CO2, place it aside, then call the referee. Under no circumstance may you tamper with the equipment.
18. If you are injured, call a referee immediately.
19. Referees under no circumstances may be hit, or have gunfire directed at them.
20. No alcohol or illegal drug use is permitted.

Initials:
(Participant)

_____ Initials:
(Parent, if participant is a minor)