

ORBITAL PAINTBALL - READ & COMPLETE ALL BLANKS

NAME _____

PLEASE PRINT CLEARLY

How did you here about us? _____

What type of field do you like? _____

ADDRESS _____

Street

Emergency Name and Number _____

City _____ State _____ Zip _____

Home Phone _____

Cell or Work Phone _____

AGE & DATE OF BIRTH _____

Email Address – used for field updates and monthly newsletters _____

SAFETY RULES (must be read to play)

1. Always wear approved goggles at shooting range and in or near playing field. Not adhering to this rule is cause for immediate dismissal from the games. In goggle required areas the goggle/mask may not be removed for any reason which includes but is not limited to: fogging, painted lenses or during an injury. **Goggles must have full face and ear coverage.**
2. A barrel blocking device (barrel cover) must be used when not shooting or when you are not in an active field of play.
3. Never shoot at anyone who is not wearing approved eye protection.
4. A player is emphatically disallowed from shooting at any other player showing a neutrality symbol, any non-player, any judge or any animal or bird.
5. No player may shoot at any person, object or animal outside the perimeter of the active playing field.
6. No player may intentionally shoot at any other player's head or face. Repeats will be out of the game for the rest of the day.
7. Observe all safety rules applicable to firearms when handling paintball guns or other gas powered devices capable of launching projectiles.
8. Never shoot anything from a paintgun except the water-soluble paintballs provided.
9. All paintguns must be chronographed prior to use in play and shall not exceed a velocity of 290 feet per second.
10. Never shoot at another person in anger or with intent to cause harm.
11. Firearms, knives and explosives are strictly forbidden.
12. No physical confrontation between players, i.e. hand-to-hand combat, taking prisoners, etc. is permitted.
13. Consumption of alcohol on the premises or in the parking area is prohibited.
14. Smoking is allowed only in the staging area.
15. National, regional, state, provincial and local laws apply.
16. Paintball guns or other gas powered devices used in paintball games must not have a paintball or other projectile chambered while in the staging or parking area.
17. Never look down the barrel to see if it's dirty. Just squeeze the barrel or use your fingers to check it.
18. Paintguns without approved barrel blocking devices must be carried on safe, with the barrel pointing to the ground while in the staging, neutral or parking areas until a barrel blocking device is obtained. No waving them around in a neutral area.
19. No going up trees (or on roofs, if applicable)
20. No discharging or dry firing of paint ball guns is allowed in any neutral or non-playing area.
21. Do not use a paintgun until you have been versed on its use and understand such use.
22. Do not shoot across neutral or staging areas or parking lots.
23. You cannot play or spectate without signing a waiver/liability release.

WE MAINTAIN THE RIGHT TO REFUSE PARTICIPATION TO ANYONE ON ANY GROUNDS DEEMED APPLICABLE BY US. THERE ARE NO REFUNDS OF THE FIELD FEE OR RENTAL FEES IF YOU ARE ASKED TO LEAVE BECAUSE OF RULE VIOLATIONS.

RELEASE / WAIVER OF LIABILITY AND ASSUMPTION OF RISK APPLICATION TO PLAY OR OBSERVE PAINTBALL (COVENANT NOT TO SUE)

THE UNDERSIGNED

1. Has asked Deadman Walking Paintball Inc, dba Orbital Paintball & the land owners, Louis T. Spell, Rhonda S. Spell, Timothy Himes, and Vivian Himes (landlords), to be allowed to play Paintball and acknowledges that the game involves physical exertion and other risks, known and unknown and may result in injury to the undersigned or others playing the game, even if all safety rules are followed;
2. Is aware of the possibility of risks of injury, including, but not limited to, being shot by a paintball, falling, tripping, being hurt by a wild animal, snake bite, heat stroke, heart attack, hypothermia, getting lost in the wilderness, being shot by hunters, being caught in a rock, snow or mud slide, insect bites & stings, poisonous, cutting, stinging or piercing plants, improper use, malfunction or operation of equipment by the undersigned or any other player and others not following the safety rules. Players will be exposed to both natural and manmade hazards. The possibility of permanent disability or death does exist;
3. Agrees to play the game according to the rules which have been explained, posted and provided and to follow directions given by any game referees;
4. Warrants and acknowledges that his / her physical condition is excellent and his / her mental state is sufficiently stable to enable him / her to participate safely in the game. This includes not being on any medications that would pose a risk to him or her under physically, exerting conditions.
5. Agrees to use any paintball equipment in a manner which will not cause injury or damage to himself / herself or others playing;
6. Certifies that he / she is over 10 years old;
7. Authorizes use of photos, videos, name, comments, game results, etc. for promotional purposes;
8. Understands and agrees to follow all safety rules and procedures and that such rules and procedures not followed by others could result in my injury or death;
9. Understands that serious and permanent eye injury, including loss of eyesight, can occur if approved paintball safety eyewear is not worn in any area where paintball guns may be intentionally or accidentally discharged. I understand that it is my responsibility to wear approved safety eyewear and I accept that responsibility.
10. Understands that the safety eyewear can fog or become dirty, and agrees that despite any, or other, such problems that he / she will keep them securely fastened to protect the eyes and will not remove them while on the playing field, at the chronograph, at the target range or in any other area where he / she might be struck by a paintball, other gas powered projectile device used in paintball or by the dispersing of a paint grenade.
11. Understands that 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 understands it is his / her responsibility to wear or not wear such items.

IN CONSIDERATION of being permitted to play the game, the undersigned, on behalf of himself / herself, his / her successors or assigns, hereby releases, holds harmless and forever discharges Deadman Walking Paintball Inc, dba Orbital Paintball, land owner, land lease holders or managers, equipment distributors, and their successors, assigns, employees, officers, agents and franchisees, dealers or operators both jointly and severally, from any and all actions, covenants, claims and demands for damages, costs, expenses (including attorneys' fees), loss or injury, however arising, including negligence of Deadman Walking Paintball Inc, dba Orbital Paintball which may have been or may be sustained by the undersigned in any way relating to or arising out of the playing of The Paintball Game or the equipment, including but not limited to, the manufacture, selection, delivery, possession, use, or operation of the equipment or the natural environment. The undersigned desires and agrees to assume any and all risks.

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT RELIEVING THE GAME OPERATORS AND EQUIPMENT SUPPLIERS AND THEIR EMPLOYEES FROM LIABILITY FOR INJURY 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 EVENTS I PARTICIPATE IN HEREAFTER.

I hereby agree to the above release and acknowledge 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.

IN WITNESS WHEREOF, the undersigned has executed this Release on **(DATE)** _____,

(PARTICIPANTS NAME please print) _____

(PARTICIPANTS SIGNATURE) _____

MINOR AGED PARTICIPANTS - All players under the age of 18 at the time of participation must have a parent or guardian sign below. I agree that I am the parent or guardian with legal responsibility for the above signed participant and agree to his/her release. I also agree to indemnify the above named companies and individuals from all liabilities resulting from his/her participation in these activities for myself, my heirs, assigns and next of kin.

(PARENT/GUARDIAN SIGNATURE) _____

(DATE) _____