



Elite Paintball Pty Ltd  
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## **WAIVER**

You are advised that:

1. The game of paintball skirmish is physically and mentally demanding. It is therefore not recommended for players suffering from injuries or pregnant women.
2. No alcohol or prohibited substances are to be consumed prior to or during play. If Elite Paintball consider that any participants and or observers are under the influence of alcohol or any prohibited substances they will be refused entry to the skirmish area and or ejected from the premises.
3. Any participants on medication which warns of impairment to normal function must notify Elite Paintball management on arrival.
4. A number of obstacles have been placed on the skirmish area to provide hiding places and/or vantage points. These obstacles may present a danger if caution is not exercised.
5. At various times during the day Elite Paintball vehicles will be driven onto the skirmish area to deliver extra paintballs and equipment. Extreme caution must be used when approaching the moving vehicle and the vehicle must not be used as a shield.
6. Only paintball guns issued by Elite Paintball may be used in the paintball skirmish unless approved by Elite Paintball management. The velocity of paintballs are sufficient to cause bruising, cuts, grazes and scarring, as paintballs are fired by way of a gas or air propellant from the paintball gun and explode (splattering paint) on impact. No player is to fire on another player at a range closer than 6 metres.
7. To avoid serious eye injury the protective goggles must be worn at all times.
8. Women are advised to wear protective plates to avoid bruising or other injury to the breast area. Men are advised to wear protective equipment to avoid bruising or other injury to the groin area. Protective equipment can be purchased from Elite Paintball.

## **REPRESENTATIONS AND WARRANTIES**

I am aware that engaging in or observing paintball/skirmish has inherent dangers and risks including risk of injury or death and in undertaking such activities, do so at my own risk.

I am also aware and agree that due to the nature of the activity it would be unreasonable for Elite Paintball to be in any way responsible in the event of any injury or death and that it is a condition of admission to the Elite Paintball skirmish park, that the park, its directors, instructors, referees, members, servants or agents are absolved from all liability howsoever arising from injury or damage, howsoever caused (whether fatal or otherwise) arising out of admission to the Park or engaging in and or observing skirmish or in connection with skirmish. I hereby, to the full extent permitted by law, waive all of my legal rights of action against and fully release Elite Paintball for loss, damages, injury or death howsoever arising out of or in relation to my engaging in or observing paintball/skirmish including without limitation, liability for any negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty on the part of Elite Paintball, its directors, instructors, referees, members, servants or agents.

I am also aware that any person engaging in and or observing skirmish or participating in any activity carried out by the Park are only allowed to do so on the distinct understanding that they do so at their own risk.

I represent that:

1. I am in good physical condition and have no disability, impairment or ailment that will prevent me from engaging in and or observing skirmish or that will be detrimental to my health, safety, comfort or physical conditions of others whilst engaging in and or observing skirmish or whilst at or near the skirmish area.
2. I will always play skirmish in accordance with the safety instructions and rules provided to me by Elite Paintball/Paintball Park. I acknowledge that the safety instructions and rules are as provided in this waiver and that no agent, servant or representative of Elite Paintball/Paintball Park has any authority to alter, modify or waive any of the safety instructions or rules.
3. I agree that under no circumstances will I remove my protective goggles or any other protective equipment provided to me by Elite Paintball/Paintball Park whilst on or near the skirmish area.
4. I indemnify Elite Paintball/Paintball Park for all loss or damage to the paintball guns or any other equipment of Elite Paintball/Paintball Park caused, in whole or part, by my misuse of the equipment.
5. I will not attempt to place any other type of projectile or paintballs in the paintball gun issued to me other than the paintballs provided on the day of play by Elite Paintball/Paintball Park.
6. If I do not comply with the safety instructions, rules or recommendations provided to me by Elite Paintball/Paintball Park I will be ejected from the paintball site immediately.
7. I acknowledge that whilst engaging in and/or observing skirmish and/or being on the premises of Paintball Park that Elite Paintball/Paintball Park may, in their absolute discretion, record me in any form whatsoever (whether by way of photograph, film, audio tape and/or video tape for audio reproduction or combination of either) and I authorise and grant to Elite Paintball/Paintball Park the right to use such recordings as part of its promotions, advertising or any form of publicity whatsoever.

I DO HEREBY ACKNOWLEDGE that of my own free will, voluntarily and absolutely at my own risk and with a full appreciation of the nature and extent of all risks involved in this activity have contracted with Elite Paintball/Paintball Park to engage in and or observe skirmish and that I have read and understood the warnings above.

I declare that I am not subject to any court order prohibiting possession or use of a firearm, and I have not had a personal firearm licence cancelled or revoked in any state or territory of the Commonwealth.

**ALL DETAILS BELOW MUST BE COMPLETED BEFORE GAME PLAY**  
**UNCOMPLETED SECTIONS WILL RESULT IN EXCLUSION FROM PAINTBALL ACTIVITIES**

DATED This \_\_\_\_\_ day of \_\_\_\_\_ / \_\_\_\_\_  
Date Month Year

NAME: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Age \_\_\_\_\_  
Christian name Surname

ADDRESS: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_  
Number Street Suburb

Occupation: \_\_\_\_\_

Player's Signature: \_\_\_\_\_

Witness (Must be over 18 years of age): Name \_\_\_\_\_ Age \_\_\_\_\_ Witness signature \_\_\_\_\_  
Christian name Surname

Marker/Paint gun Serial Number (Office use only): \_\_\_\_\_

**Please Note: Players under 18 years of age MUST have this Waiver signed by a parent or guardian.**

I declare that I am a parent or guardian of \_\_\_\_\_ and that he/she is above 10 years of age.  
(Players) Christian name Surname

Parent/Guardian Signature: \_\_\_\_\_ Date of Signature \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_ Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Date of Game/Play \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Christian name Surname (Parents) Date Month Year

Parent/Guardian contact details: \_\_\_\_\_