

ARKENSTONE PAINT BALL GAMES
Application to Play
Release, Waiver of Liability, and Assumption of Risk

1. I, the undersigned, wish to play paintball. I recognize and understand that playing the Game involves running certain risks. Those risks include, but are not limited to, the risk of injury relating from the impact of the paint pellets used in the Game, injuries resulting from possible malfunction of equipment used in the Game and injuries resulting from tripping or falling over obstacles in the Game playing field. In addition, I recognize that the exertion of playing the Game could result in injury or death.
2. Despite these and other risks, and fully understanding such risks, I wish to participate and hereby assume the risks of injury or death of participation. I also hereby release and hold harmless Arkenstone Paint Ball Inc, Georgia Paintball, Lanier Paintball Inc. and their affiliates, Mike Lanier, Ron Lanier, Jack Lanier and their spouses, agents, or employees, hereafter called the Sponsors, and will indemnify them against any and all claims, actions, suits, procedures, costs, expenses (including attorney's fees and expenses), damages and liabilities arising out of, connected with, or resulting from my playing the Game, or any injuries sustained while upon the premises, including but not limited to those resulting from the manufacture, selection, delivery, possession, use or operation of such equipment. I hereby release the Sponsors from any and all such liability for claims arising out of negligence, gross negligence, product liability or any other theory of recovery or cause of action, and I understand that this release shall be binding upon my estate, my heirs, my representatives, and assigns. I hereby certify to the Sponsors that I am in good health and do not suffer from a heart condition or other ailment which could be exacerbated by the exertion involved in playing the game.
3. I hereby promise to play the Game only in accordance with the rules of the Game as set forth by the Sponsors including but not limited to:
 - a. To wear safety goggles at all times when I am on the playing field or at the target area, even after I have been marked with paint or the game is over to keep the goggles snug by pulling the straps tight; I understand that serious eye injury, including loss of eyesight, could occur if the safety goggles are not on. Should my safety goggles fog up or for any reason be such that I cannot see through them properly, I will ask someone near me, on the playing field or in the target area, to lead me out of the area. Only then will I remove my goggles to clean them. I understand that any safety goggle is subject to fogging up or getting dirty and that if I am anywhere near a marking pistol as it discharges, and my safety goggles are not properly on, I may get seriously and permanently injured; and
 - b. To keep a barrel blocking device on the barrel of my marker any time I am not at the range or playing the game; and
 - c. To stay within the boundaries of the playing field and not to chase or to run after anyone over ledges or mountainous terrain; and
 - d. To keep the marking pistol I am using on safety. (the no-shoot position) in the staging area at all times, in the target area while not shooting and on the playing field before and after each game, to aim or point the pistol at another person ONLY during an active game and never to wave or brandish the pistol about the staging area or the target area.
 - e. That head shots do count; and
 - f. To avoid any physical contact or fighting with other players.
4. I agree to ask the Sponsor for clarification of any rule or safety procedure, for further instruction as regards anything that I do not understand about the equipment and supplies as regards anything else that may affect the safety of or playing of the Game.
5. I have read this waiver of liability and assumption of risk carefully, and understand that by signing below, I am agreeing, on behalf of myself, my estate, my heirs, representative and assigns not to sue Arkenstone Paint Ball, Inc, Georgia Paintball, Lanier Paint Ball Inc, and their affiliates, Mike Lanier, Ron Lanier, Jack Lanier or their spouses, agents, or employees or to hold them or their insurers liable for any injury, including death, resulting from my participation in playing paintball or while on the premises, property, fields, I intend to be fully bound by this agreement.

By virtue of my signature, I acknowledge and agree to all terms conditions set forth on this form **for One Year.**

Player's Signature X _____ / _____
+Parent's Signature if player is under 18

Date Signed ____/____/____

PLEASE PRINT CLEARLY

PLAYER'S NAME: _____

ADDRESS: _____

CITY: _____ STATE _____ ZIP: _____

DAYTIME PHONE: _____

E-MAIL ADDRESS: _____