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ASHTONFIELD NSW 2323

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## **RELEASE AND INDEMNITY FORM**

*This form is to be signed in the presence of the Manager of Hunter Valley paintball or an authorized staff member.*

1. I acknowledge that I have read the terms and conditions contained in this document, together with any applicable attachments, and agree to be bound by these terms and conditions.
2. I acknowledge and agree that as a condition of my entry to play paintball that Hunter Valley Paintball Pty Ltd and its respective servants or agents (referred to as “HVP”) shall not be liable for any loss, damage, injury (including death) caused by or as a result of the activities operated by HVP or by the negligence of HVP and/or its employees, servants or agents.
3. I hereby agree that I and/or my estate will not make any claim or demand of any kind or commence any proceedings against HVP for any injury or damage of any kind whatsoever or death sustained by or occasioned to me in the course of or incidental to playing the game of paintball.
4. For the purposes of this form, “injury or damage” includes damage or injury as a result either directly or indirectly from any act, omission, neglect or default, misconduct or negligence or otherwise on the part of HVP or as a result of being on or near the designated playing area or as a result of faulty equipment issued to me by HVP.
5. I hereby agree that I, my legal representative and/or my estate will fully indemnify and save harmless HVP from any loss, injury or damage which HVP and/or its employees, servants or agents may sustain by reason of:
  - 5.1. Any loss or injury suffered by me in the course of or incidental to playing the game of paintball or as a result of me being on or near the designated playing area: and/or
  - 5.2. Any loss or injury suffered by any other person whatsoever as a result of my neglect or willful act or omission.
6. I acknowledge that I am fully aware that by playing the game of paintball I am at risk of harm or injury and/or death in circumstances including, but not limited to, the use of HVP equipment that does not function properly. I nevertheless wish to accept all such risks.
7. I acknowledge that paintball is a physical game and may become physically strenuous. I hereby warrant that:
  - 7.1. I am in good physical condition.
  - 7.2. I have no disability, impairment or ailment which would prevent me from playing paintball or would be detrimental to my health, safety, conform or physical condition or to the health, safety, conform or physical condition of others while playing paintball or whilst at or near the designated playing field area.

8. I agree to play paintball only in accordance with the safety instructions, rules and suggestions presented to me by HVP and I confirm I have read the rules for the day which are attached hereto and agree to abide with all such rules, instructions and suggestions whilst I remain on the premises. I agree and promise to at all times to wear and not remove my safety goggles whilst on or near the designated paintball playing fields.
9. **I am over the age of twelve (12) years.**

NAME \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

ADDRESS \_\_\_\_\_

SUBURB \_\_\_\_\_ POST CODE \_\_\_\_\_

CONTACT PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

WITNESS \_\_\_\_\_ DATE \_\_\_\_\_

IDENTIFICATION \_\_\_\_\_ VERIFIED BY \_\_\_\_\_

please **circle** the package you want.

**Party Pack**

**\$70.00**

300 PAINTBALLS

**Battle Pack**

**\$95.00**

500 PAINTBALLS

**Hero Pack**

**\$130.00**

700 PAINTBALLS

**Legend Pack**

**\$160.00**

1000 PAINTBALLS

**GAME DEPOSIT PAID \$ \_\_\_\_\_**

**BALANCE OF PACKAGE DEAL \$ \_\_\_\_\_**

**ORGANISERS NAME \_\_\_\_\_**