



PLAYER PARTICIPATION AGREEMENT

Participant's Name:	
Date of Birth:	
Name of Guardian: (If Participant is under the age of 18)	
Address:	
Telephone No.:	
eMail Address:	
Emergency Contact:	
Telephone No.:	

Maui Paintball Inc., doing business as Maui Paintball, manages and operates a recreational activity, the sport of paintball. The game involves the use of pressurized markers that fire pellets containing dye, which are designed to burst on impact. Should a pellet strike a person in the eyes, ears, nose, or any vital area of the body, which are not adequately protected, temporary or permanent soreness, sprains, strains, cuts, abrasions, bruises, ligaments and/or cartilage damage, head, neck, or spinal injuries, loss of use of arms and/or legs; disfigurement or in extreme circumstances death, may occur. **You are exposed to dangerous conditions.**

Maui Paintball will allow you to participate in the paintball sport only if you decide to participate after thinking about your physical condition and the conditions you may encounter as a Participant. Maui Paintball asks you as a person who wants to be a Participant to **read this Player Participation Agreement carefully and only if you wish and accept the risks of participation to enter into the following agreement on the terms, conditions and covenants contained herein.**

- 1. Physical Fitness.** The Participant does hereby attest that to his/her knowledge, he/she is physically fit and capable of engaging in the paintball sport which Participant understands involves physical activity which requires stamina, strength and conditioning and Participant affirms that he/she possesses those qualities.
- 2. Insurance.** Participant acknowledges that Maui Paintball has no obligation to provide medical insurance on behalf of Participant. Participant further understands that should Participant be injured requiring medical attention or be disabled, that no insurance will be provided to Participant by Maui Paintball, and that the Participant has full and complete responsibility for obtaining suitable insurance.

3. **Equipment.** Maui Paintball will be providing equipment to Participant. Maui Paintball makes no representation regarding the suitability, quality or condition of said equipment. Participant accepts said equipment and agrees to use said equipment at the Participant's sole risk and agrees that Maui Paintball shall be in no way responsible for the failure of said equipment or any defects in said equipment.

4. **Fields of Play.** Participant acknowledges that he/she will be participating in the sport by Maui Paintball transportation services to and from the sports field maintained by Maui Paintball. Participant hereby expressly assumes the risk of any and all conditions or hazards relating to the transportation to, from and at the sport facilities and releases Maui Paintball from any responsibility or liability therefrom as is more particularly described in paragraph 5 below.

5. **Acknowledgment of Risk.** Participant **acknowledges** that he/or is aware there are a number of **risks** associated with participating in paintball activities. These risks include head, neck and broken bones, eye injuries, paralysis, spinal injuries, disfigurements and death, but **are not limited to such risks**. Participant acknowledges and agrees that:

(1) both **foreseeable and unforeseeable risks of injury** that may occur as a result of participating in this program;

(2) serious and permanent **eye injury**, including loss of eyesight, that can occur regardless if Participant wears approved paintball safety goggles in any area where paintball guns may be intentionally or accidentally discharged. Participant understands it is the responsibility of he/she to wear approved paintball goggles and accepts that responsibility. Goggles can fog or become dirty, and Participant agrees that despite any such problems, Participant will not remove the goggles under any circumstances while on the playing field, at the target area or any other area that Participant may be struck by a paintball;

(3) although the field operator and staff will attempt to enforce safety and playing rules, Participant may be seriously injured or die because other persons do not follow the rules and/or due to the **hazards of the sport**;

(4) playing paintball involves risks, which include, but are not limited to, the risk of injury from being hit by paintballs, injuries from possible malfunction of equipment used in the game, and injuries from falling off and/or over natural or manmade obstacles on the game fields;

(5) Additionally, Participant may be playing the game on rough and hazardous terrain. Although Maui Paintball has taken steps to minimize the hazards of the facility, Participant agrees that the risk of injury cannot be completely eradicated and there remains the risk that a participant could be injured as a result of the hazardous nature of the terrain; and,

(6) Participant further understands these risks are posed by the condition of the field, the equipment, the conduct of opposing participants, and transportation in traveling to and from the sport facilities.

6. **Affirmation.** Participant acknowledges he/she wishes to participate in organized paintball sports and he/she has been **apprised of these risks** and others which are not enumerated herein. Participant expressly **assumes the risks** of any injuries or harm arising out of his/her participation, the participation of others, and **recognizes and accepts** that such risks may befall him/her if he/she participates.

7. **Release.** Participant does **hereby release Maui Paintball Inc., its members, officers, directors, employees and assigns, from any and all claims, demands, liability, causes of action, injury or loss which Participant now has or may have in the future pertaining to, relating to, or arising out of Participant's participation.**

8. **Rules.** Participant acknowledges that he/she will abide by all rules duly adopted and applicable to Participant in the Maui Paintball sport.

9. **Image.** Participant does hereby consent and give permission to Maui Paintball and individuals or entities acting under its authority to create, exhibit, transmit, reproduce, distribute, and otherwise use their name, photograph, and or video of them in perpetuity in either print or on the World Wide Web.

10. **Notice.** Any notice given by either party shall be sufficient if mailed by registered mail addressed to the other party at his/her principal place of business, and any such notice shall be effective as of the date of mailing thereof.

11. **Modifications.** None of the provisions of this Agreement may be waived, changed, or altered except by an instrument in writing signed by both parties.

12. **Entire Agreement.** This Agreement encompasses all the terms and conditions and representations made by either party and supersedes any other arrangement discussed by the parties.

13. **Attorney's Fees.** In the event litigation is commenced by either party for claims arising out of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs.

MAUI PAINTBALL INC.

By: _____

(Name)

Its: _____

(Parent, Guartdian, Chaperone, Participant)

Participant