Matt's Outback Paintball LLC Waiver

CURRENT JUNE 2022

Matt's Outback Paintball (MOP) employs the following set of safety rules to maintain an appropriate level of team cooperation, responsible decision-making, and good sportsmanship- all required in ensuing safe gameplay.

- FIELD PAINT ONLY! Only paint purchased from Man's Outback will be permitted.
 - o Illegal paint will be confiscated, disposed of, and may possibly result in ejection from the field
- Listen to and follow the directions of the field's staff. Referee's decisions are final do not argue a ref's decision. Do not intentionally shoot referee, nor distract a referee from his/her duties.
- Everyone (including spectators) must wear a full-coverage, unaltered facemask/goggles while in any designated shooting areathis includes on any playing field and at the shooting range.
- Approved barrel safety socks must be always on the barrel tip while marker is not in use. Squeegees, sticks rags. etc. are not approved barrel safety devices.
- Shooting is permitted only in designated playing areas of the target range, and <u>ONLY</u> when all players have their safety goggles/mask on. Good judgment and a watchful eye are essential in preventing accidents.
- Please Respect the establishment.
 - o Do not shoot at signs, structures, cars, etc. Respect nature- Do not shoot at wildlife on the fields! And... RESPECT OUR NEIGHBORS! Drive slowly and cautiously on our road!
 - o Do not litter. vandalize, or behave in an unsafe manner. Do not climb trees. Do not move tamper with field structures or bunkers. Do not directly shoot the inflatable bunkers. **NO RUNNING, SLIDING, or DIVING is allowed on the playing fields!!!**
- Matt's Outback Paintball has a zero-tolerance for theft of any kind. We reserve the right to reasonably search all personal property
 including gear bags and vehicles on our proper in the event that a theft is reported. Any person found in possession of stolen property
 will be banned from Matt's Outback Paintball LLC(MOP) and reported to the proper authorities.
- <u>Verbal physical assault</u>- including abusive language, confrontational arguing, equipment throwing, physical contact, or threats thereof- will not be tolerated and will result in ejection from the field without refund.
- No patron may be under the influence or in possession of alcohol or illegal drugs while on the premises. Please keep in mind that Matt's Outback Paintball is a non-smoking establishment.
- Personal markers must be choreographed to 300fps or less <u>before entering</u> the playing field. Max Balls Per Second(BPS) is 12. In consideration of MOP furnishing services, space, or equipment to enable me to participate in paintball games, I agree as follows:

I fully understand and acknowledge that:

(a) risks & dangers exist in my use of paintball equipment and my participation in paintball activities; (b) my participation in such activities use of such equipment may result in my injury or illness- including but not limited to bodily injury, disease, strains, fractures, paralysis, eye injury, blindness, heatstroke, heart attack, or other debilitating ailments including death (c) these risks and dangers may be caused by the negligence of the owners/employees of MOP or of participants or others. accidents, breaches of contract, forces of nature, or other foreseeable/unforeseeable causes: and (d) by my participation in these activities/use of equipment.

I hereby assume all risks, dangers, and responsibility for any losses or damages, whether caused in whole or in part by the negligence in conduct of the owners, employees, or by any other person. I, on behalf of myself and my heirs, hereby voluntarily agree to release, waive hold harmless, and indemnify Matt's Outback Paintball- and its owners/employees from- any and all claims, actions, or losses including but not limited to bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of my use of paintball equipment/field space, my participation in paintball activities, and or negligent acts or other conduct by the owners employees of MOP. I give MOP permission to take and use photographs or recordings of Participant taken during an Activity and use and sublicense such material for any purpose in print, advertisements, films or videos and online and broadcast presentations of any sort.

This is a legally binding contract. IF I have any questions concerning the comments of this document, I will consult an attorney before signing it. In signing this waiver/release of liability, I state that: that I am at least 10 years old, in good health, and am legally bound by this agreement to exempt Matt's Outback Paintball of all liability for personal injury & property damage inflicted by any cause. If injured on premises I do hereby agree to be compensated BY Marts Outback Paintball (in the amount I paid to play that day).

If upon reading this and I Do Not Agree With the terms in this contract I SHALL NOT PLAY.

| PRINT NAME | AGE | DATE OF BIRTH | (_ | PHONE NUMBER |
|---------------------------------------|----------------|---------------|----------|-------------------------|
| SIGNATURE | STREET ADDRESS | | | CITY, STATE, ZIP |
| SIGNATURE OF PARENT (If less than 18) | D. | ATE | EMAIL (I | For Promotional Offers) |