

The Pitts Paintball and ATV Park LTD.
** ATV and Vehicle **
Release and Waiver
Year: 2015

Whereas The Pitts Paintball and ATV Park LTD. (herein called the **Operator**) operates a Paint Ball and ATV Park presently on the SW 4-19-28 WPM; whose employees, agents or servants are also included in the term **operator**.

And Whereas George Alexander Murray owns the land upon which the Paintball and ATV Park is operated: (herein called the **Owner**), whose heirs executors and assigns are also included in the term **owner**.

(Please read and initial all boxes)

And Whereas the participant is aware of and understands that participating and/or being a spectator or observer in the game or sport, involving motorized/non-motorized bicycles, all ATV vehicles or any other vehicle whatsoever carries with it many inherent dangers to one's health and body and may cause various injuries or **even death**. These may arise from the use of the equipment, from the participants, from the playing environment any other cause whatsoever.

Whereas on the premises or terrain there is a difficult area to which access is restricted to participants who are very experienced and whose expertise ease the difficulty or the terrain and lessen any danger that might exist in the use or travel on the terrain. In signing this waiver and release, I acknowledge having such experience and expertise and assume all risks whatsoever from my participation and that of other participants on the terrain.

Now Therefore I agree and undertake as follows

(Please read and fill in all fields/initial all boxes)

- 1) I am physically and mentally fit to participate in the game or sport Described above.
- 2) I am of the full age of _____
- 3) I will use the equipment and participate in the event(s), abiding with all the rules, safety instructions and guidelines as set out by the **Operator** from time to time.
- 4) I acknowledge that neither the **Operator**, nor the **Owner** guarantee the safety of any or all of the equipment or premises or terrain.
- 5) I Further acknowledge that neither the **Operator**, nor the **Owner** can control the acts or omissions of the other Participant(s) or spectators.
- 6) I agree to return all rented or borrowed equipment in the condition I received same, ordinary wear and tear excepted; and to pay for any damage caused, including replacement if required (at the **Operators** sole discretion).
- 7) I hereby release from and waive any liability of the **Operator** and the **Owner** arising from my participation in or the use of any equipment, or the premises or terrain or any other cause whatsoever.
- 8) I hereby bind by heirs executor and assigns to this agreement and Release.

Date

Player/Observer/Spectator name

(Please print clearly in the fields below)

Address

City/Town

Postal Code

Telephone Number

Date of Birth

Participant's / Spectator's / Observer's Signature

Parent's / Guardian's Signature (If between ages of 15-18)

The Pitts Paintball and ATV Park
LTD. ** Paintball **
Release and Waiver
Year: 2015

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And Whereas George Alexander Murray owns the land upon which the Paintball and ATV Park is operated: (herein called the **Owner**), whose heirs executors and assigns are also included in the term **owner**.

(Please read and fill in all fields/initial all boxes)

And Whereas the participant is aware of and understands that participating and/or being a spectator or observer in the game or sport of paintball carries with it many inherent dangers to one's health and body and may cause various injuries or **even death**. These may arise from the use of the equipment, from the participants, from the playing environment any other cause whatsoever.

Now Therefore I agree and undertake as follows

(Please read and fill in all fields/initial all boxes)

- 1) I am physically and mentally fit to participate in the game or sport of paint ball.
- 2) I am of the full age of _____
- 3) I will use the equipment and participate in the event(s), abiding with all the rules, safety instructions and guidelines as set out by the **Operator** from time to time.
- 4) I acknowledge that neither the **Operator**, nor the **Owner** guarantee the safety of any or all of the equipment or premises.
- 5) I Further acknowledge that neither the **Operator**, nor the **Owner** can control the acts or omissions of the other Participant(s).
- 6) I agree to return all rented or borrowed equipment in the condition I received same, ordinary wear and tear excepted; and to pay for any damage caused, including replacement if required (at the **Operators** sole discretion).
- 7) I hereby release from and waive any liability of the **Operator** and the **Owner** arising from my participation in or the use of any equipment, or the premises or terrain or any other cause whatsoever.
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