



Ultimate Paintball, Inc. (UPI)
770-345-1356

READ CAREFULLY
WAIVER AND RELEASE OF LIABILITY

In consideration of **ULTIMATE PAINTBALL, INC. (UPI)** furnishing services and/or equipment to enable me to participate in paintball games, I agree as follows:

I fully understand and acknowledge that; (a) risks and dangers exist in my use of Paintball equipment and my participation in Paintball activities; (b) my participation in such activities and/or use of such equipment may result in my or illness including but not limited to bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of **UPI**; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of **UPI**, or by any other person.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **UPI** and it's owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Paintball equipment or my participation in Paintball activities, I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of **UPI**

I HAVE READ THE ABOVE WAIVER AND RELEASE & BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE **UPI** FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. **I have also read the FIELD RULES on the back and agree to abide by them.**

Player's Signature Age Today's Date Phone

Print Name Address

City State Zip

Signature of parent or guardian (if less than 18yrs. old)

NOTE: IF WE CANNOT READ YOUR WRITING – YOU CANNOT PLAY!!

ULTIMATE PAINTBALL FIELD RULES

ANYONE not following these Field Rules may be asked to leave the premises, with no refund of any fees that may have been paid in advance!

1. Customers will keep an approved barrel blocking device in paintball markers at all times anywhere on the premises (ESPECIALLY in and around the store and in the parking lot). Barrel blocking devices may be removed ONLY when inside a netted field where all participants are wearing approved face masks.
2. Customers will put on and wear approved face masks prior to entering any playing fields or other areas where paintball markers are being fired. "Approved" means a mask specifically manufactured for paintball that has not been modified.
3. Alcohol is not allowed; players arriving who appear intoxicated will be not be allowed to play.
4. There will be no foul, abusive, or otherwise objectionable language used on these premises.
5. There will be no physical contact or confrontations between anyone.
6. There will be no arguing with the referees, employees, or management.
7. There will be no cheating, ESPECIALLY wiping or playing on after an OBVIOUS HIT. We operate a recreation facility, and expect EVERYONE who plays here to exhibit good sportsmanship and fair play.
8. There will be no climbing on bunkers.
9. No "Dead Man Walks" allowed during recreational play.
10. Paintball markers may be fired only inside the netted fields, at other players, while a game is in progress. Once a game is over, or the player is eliminated, players will install their barrel blocking device and leave the field. No firing into the air (over the nets), at animals on the premises, or even directly at the nets around the fields (where paint might splatter on observers outside the nets).
11. ONLY semi-automatic paintball markers are allowed (one trigger pull produces on paintball discharged). Fully automatic triggers, reactive triggers, and any trigger adjusted to take advantage of "bounce" are not allowed.
12. Customers may play ONLY on fields that are supervised by our referees.
13. ANYONE who wants to enter any field of play for any reason must **LEGIBLY** fill out a Waiver (and Medical Permission form if applicable) and wear an approved face mask. **Anyone supplying false information on any form will be asked to leave.**
14. Customers using their own equipment MUST check their velocity at the "chrono" station before playing. Maximum velocity may not exceed 280 fps for recreational play.
15. While we try to make our facility enjoyable for everyone, this is a business! PLEASE do not ask to "borrow" equipment – we rent or sell almost everything you need to play paintball.
16. Payment for all goods and services **MUST be made before leaving the premises.** Those failing to pay will be turned over to the Cherokee County Sheriff's Dept.!! **We accept cash, checks for amount of purchase only with proper I.D., and VISA & MasterCards.**
17. Customers are responsible for their personal property while on the premises, we do not have lockers or storage space.
18. **ANY acts of theft will be prosecuted to the fullest extent of the law.**