

**WAIVER AND RELEASE OF LIABILITY
IN FAVOUR OF WHISTLER PAINTBALL ADVENTURES 2016 LIMITED
(Hereinafter referred to as the "Release Agreement")**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

SIGNATURE OF PARTICIPANT

NOTE:

Any Participant under the age of 19 years old must have his or her parent or guardian sign this Waiver and Release of Liability before that participant can participate in any Activities (defined below) or use any Equipment (defined below) made available at Whistler Paintball Adventures 2016 Limited. Whistler Paintball Adventures 2016 Limited may rely completely on the representation made by an individual who claims to be the parent or guardian of a participant and shall not be obligated to independently verify whether or not such individual is in fact the parent or legal guardian of the participant. No person under the age of 10 years old may participate in any Activities or use of any Equipment at Whistler Paintball Adventures 2016 Limited. By signing this Waiver and Release of Liability yourself without a parent or guardian also signing, you are representing to Whistler Paintball Adventures Limited that you are at least 19 years of age and that you agree to all the following terms and conditions.

TO: WHISTLER PAINTBALL ADVENTURES 2016 LIMITED

In consideration of \$1.00 and Whistler Paintball Adventures 2016 Limited allowing the below described participant to participate in the Activities (defined below) and/or use the Equipment (defined below), as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:

1. For the purpose of this Waiver and Release of Liability, "**activities**" means any and all services, events and activities provided by Whistler Paintball Adventures 2016 Limited to the below described Participant including without limitation paintball games, paintball competitions or other ancillary services, events or activities of whatever nature related thereto. "**Equipment**" means any equipment provided by Whistler Paintball Adventures 2016 Limited to the below described Participant including without limitation markers (i.e. paintball guns), vests, clothing, suits, helmets, safety goggles, air refills and other gear or equipment.
2. I fully understand and acknowledge that: (a) the Activities are by nature physically and mentally strenuous and that serious risks and dangers exist in the below described Participant's use of the Equipment and the participation in the activities, including without limitation risks and dangers arising from others shooting projectiles (paintballs) toward below described Participant at extremely high speeds from the combative, competitive and aggressive nature of the Activities, from the set up of the playing fields where the Activities take place, which may consist of outdoor structures, darkly lit spaces, loud sound blasts, multiple terrains, old vehicles, tires, tape as well as other materials and equipment; (b) the below described Participant's participation in the Activities and/or use of the Equipment may result in injury or illness to the below described Participant including but not limited to bodily injury, disease, strain, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, mental stress, or other ailments that could cause disability or death; (c) these risks and dangers may be caused by the negligence of others, accidents, breaches of contract, the forces of nature or other causes and may arise from foreseeable or unforeseeable causes; and (d) by my participation in the Activities and/or use of Equipment, I hereby assume all risks and dangers of every kind and nature which arise therefrom.
3. Forever release, waive, discharge, and hold Notwithstanding any other agreement or understanding to the contrary, be it oral or in writing, I on behalf of myself, my personal representatives and my heirs. hereby harmless Whistler Paintball Activities 2016 Limited, as well as its directors, shareholders, managers, employees, agents, officers, and representatives from any and all claims, liabilities, demands, expenses, suits, actions, losses or causes of action, whether on the basis of law, equity, tort law, contract law, or otherwise, for personal injury, sickness or death, as well as property damage and expenses of any nature whatsoever which may be incurred by the below described Participant while participating in any of the activities or using any of the Equipment. I shall also hold harmless and fully indemnify Whistler Paintball Adventures 2016 Limited as well as its directors, shareholders, managers, employees, agents officers and representatives thereof from any liability sustained by them as the result of the negligent, wilful or intentional acts of said participant, including damages and cost incurred attendant thereto.
4. I certify that I am the below described participant, or the parent or guardian of the below described participant (as the case may be), and that the below described participant is in good health both mentally and physically, does not have a heart condition, ailment or condition which could be worsened as a result of participating in or observing the Activities or using the Equipment, and that it is my responsibility to consult with a physician before participation in or observing the Activities or using the Equipment.
5. I agree to follow all the rules and regulations of Whistler Paintball Adventures 2016 Limited including without limitation any rules posted in or around the playing area as well as the following: (a) I shall never remove my face mask while on the playing field or in any other area where I might be struck by a paintball; (b) I confirm that I am not carrying and shall not carry any weapons, dangerous substances or devices into the designed playing area; (c) I shall only use the Equipment supplied by Whistler Paintball Adventures 2016 Limited when participating in the Activities; (d) I shall not aim the Equipment or use it as a means of intimidation or in a joking manner outside of the designated playing area; (e) I shall never place the barrel of the gun into the dirt, electrical equipment, or into the mouth, eye or ear of any person; (f) I shall not intentionally destroy or damage the Equipment and shall return the Equipment promptly when the allotted time for using the Equipment has expired, otherwise I shall be fully responsible for the safe return, repair or replacement of the following Equipment upon termination of the Activities; jackets -\$60., marker -\$325.00, Goggles and helmet -\$75; (g) At the expiry or termination of the Activities, whichever is earlier, I shall return all Equipment provided to me by Whistler Paintball Adventures 2016 Limited; and (h) Whistler Paintball Adventures 2016 Limited may terminate, postpone or cancel any Activities at any time in its discretion due to concerns of safety of any participant in the Activities.
6. I agree that this waiver and Release of Liability is intended to be as broad and inclusive as is permitted by the law of the province of British Columbia and that if any portion thereof is held invalid, I agree that the balance shall, nevertheless, continue in full legal force and effect.

WHISTLER PAINTBALL ADVENTURES 2016 LIMITED

- 7. I agree that this waiver and Release of Liability shall apply to each and every time I visit Whistler Paintball Adventures 2016 Limited and take part in any of the Activities from the date that I sign this Waiver and Release of Liability until five years thereafter. By signing this Waiver and Release of Liability today, I agree that each and every time I visit Whistler Paintball Adventures 2016 Limited in the next five years I shall be deemed to have agreed to the terms and conditions of this Waiver and Release of Liability, regardless of whether or not I personally sign another Waiver and Release of Liability during any of my subsequent visits to Whistler Paintball Adventures 2016 Limited in the next five years.
- 8. I have read and understand this Waiver and Release of Liability in its entirety and that I have executed same of my own free will without being subject to duress whatsoever. I also acknowledge that I have the right to withdraw from participation in the Activities or use of the Equipment at any time.
- 9. I authorize Whistler Paintball and Adventures 2016 Limited to use any images of myself, including video footage and photos from group gatherings and games for in-house and/or promotional purposes at any time. All usage will be of a positive nature. Individual personal information will be kept strictly confidential.
- 10. I am aware of my right to independent legal advice with respect to this Waiver and Release of Liability and acknowledge that I have been encouraged to obtain such independent legal advice prior signing this Waiver and Release of Liability.
- 10. This Waiver and Release of Liability will be governed by the interpreted in accordance with the laws of British Columbia.

By signing below I acknowledge that I have read, understood and agree to the terms of the above Waiver and Release of Liability.

INITIALS

PLEASE COMPLETE DETAILS FOR THE PARTICIPANT BELOW:

Last Name	First Name	Middle Initial
Home Address		
City	Prov/State	Postal/Zip Code
Date of birth	E-mail Address	
Participants Signature		Date of Signature

IF PARTICIPANT IS UNDER THE AGE OF 19 YEARS PARTICIPANTS PARENT OR LEGAL GUARDIAN MUST SIGN BELOW:

By signing below I represent that I am the parent or legal guardian of the above mentioned Participant, that I have read, understood and agree with the terms of the above Waiver and Release of Liability, and that I agree to be personally bound hereby.

I am the	Parent	Guardian	Cell Number
Name of the Parent or Guardian			
Signature of Parent / Guardian			Date of Signature