

Skirmish Adult Waiver Form

THIS IS A LEGAL CONTRACT PLEASE READ CAREFULLY,
CLEARLY PRINT ALL YOUR DETAILS
AND SIGN WHERE REQUIRED

Tag No.	Paintballs	Protection
Office Use Only		

PLEASE NOTE: BY SIGNING BELOW I ACKNOWLEDGE AND ACCEPT THE FOLLOWING CONDITIONS

TO: Belair Corporation Pty Ltd (trading as Victorian Paintball Games, Paintball Carrum Downs, Ground Zero Paintball, Ground Zero Paintball Skye, Ground Zero Paintball Melbourne, Ground Zero Splatball & Splatball Skirmish) to be known here as "The Company".

In consideration of you allowing me to play and/or take part in the game of "Skirmish" also known as "Paintball" and "Splatball"

- (1) I hereby agree for myself, my executors, administrators, heirs, next of kin, successors and assigns;
 - (a) Not to make any claim or demand of any kind, or institute any proceedings against "The Company" for any injury, damage of any kind whatsoever, or death sustained by or occasioned by me in the course or incident playing "Skirmish" or arising from directly or indirectly any act, omission, neglect, default of the Skirmish Operators arising or resulting from me being on or near the designated playing field area including without limitation to the generality of the foregoing arising or resulting from the supply of faulty or inadequate equipment.
 - (b) To indemnify and save harmless "The Company", its directors, officers and employees, agents, servants, licensees and any invitee, all loss, injury, damage which they or any of them may sustain by reason of;
 - (i) any loss or injury suffered by me in the course or of incidental to playing the game of "Skirmish" or arising or resulting from me being on or near the designated field playing area, and/or,
 - (ii) any loss or injury suffered by any other person whatsoever as a result of my neglect or wilful act or omission;
 - (c) the expression, the Skirmish Operators, "The Company" shall include : any directors, officers and employees, agents, servants, licensees and invitees "The Company"
- (2) I warrant that I am fully aware of all risks involved in playing "Skirmish" and that there may be the possibility of injury to me including injury caused to me if "Skirmish" equipment does not function properly. I nevertheless assume such risks.
 - (a) I shall also accept full responsibility for all equipment supplied to me including during the course of the day and also agree to cover the full cost of any or all material and or equipment that maybe lost or damaged whilst in my care. I understand that if I do not return all equipment given to me and that I will be liable to pay all charges including all legal costs. "I simply left it on the front counter", is not an acceptable excuse. I understand that only I am responsible for all my equipment being returned.
- (3) I hereby acknowledge "Skirmish" is a physical game and may become physically strenuous. I hereby warrant that I;
 - (a) am in good physical condition.
 - (b) have no disability, impairment or ailment which would prevent me from playing "Skirmish" or would be detrimental to my health, safety, comfort or physical condition or the health, safety, comfort or physical condition of others while playing "Skirmish" or while at or near the designated playing field area.
- (4) I undertake to play "Skirmish" only in accordance with the safety instructions, rules and suggestions presented to me by "The Company". I understand that failure to follow such instructions will warrant my removal from the property.
- (5) I have agreed to undertake at all times to wear and not remove my protective headgear whilst on or close to the "Skirmish" playing field area. I agree not to remove it without the express permission of "The Company" Staff or Management.
- (6) I am not a Prohibited Person as defined by law.
- (7) I am not under the influence of drugs or alcohol.
- (8) I have reached sixteen (16) years of age.
- (9) I understand that "The Company" has a ZERO TOLERANCE POLICY towards customers when it comes to any form of safety violations, I understand that if I cannot follow the RULES OF THE GAME or instructions from STAFF then my "Skirmish" session will be terminated immediately without any refund. I accept this is done for my safety and fully accept these conditions before I commence play
- (10) I acknowledge that the RULES OF THE GAME have been made readily available to me.

PLAYER'S FULL NAME: _____ AGE: _____

KNOWN MEDICAL CONDITIONS: _____

STREET ADDRESS: _____

SUBURB: _____ POST CODE: _____

SIGNATURE: _____ DATE: ____/____/____

RULES OF THE GAME

**VICTORIAN PAINTBALL GAMES, PAINTBALL CARRUM DOWNS
GROUND ZERO PAINTBALL SKYE, PREDATOR ZERO PAINTBALL MELBOURNE
GROUND ZERO SPLATBALL & SPLATBALL SKIRMISH**

PLEASE NOTE: ALL PLAYERS MUST OBSERVE THE FOLLOWING RULES AND ADHERE TO THEM

1. Players **MUST** wear approved paintball safety masks **AT ALL TIMES** unless told by a referee it is safe to do otherwise.
2. Players **MUST** ensure paintball/splatball markers (guns) are **NOT** taken into designated safety zones at any time.
3. Players **MUST** stay within and only fire their paintball/splatball marker within the designated game zone
4. Players **MUST** raise their paintball/splatball marker when they have been eliminated and proceed to the designated area.
5. Players **MUST** respect all other players, spectators and staff. Abusive language or actions will **NOT** be tolerated.
6. Players **MUST NOT** deliberately aim at any other persons head.
7. Players **MUST NOT** shoot at any person that has been eliminated.
8. Players **MUST NOT** shoot at any other person within a distance of 8 metres without using the surrender rule.
9. Players **MUST NOT** shoot at any wildlife, spectators, and staff or at designated safe zones.
10. Players **MUST NOT** run, jump, slide, dive, climb or fall while playing skirmish games.

STRICTLY NO ALCOHOL OR DRUGS BEFORE OR DURING YOUR SESSION

ASSUMPTION OF RISK

By accepting the conditions of entry I am aware that the activity of skirmish, in addition to the usual risks inherent has the potential additional hazards including weather extremes, physical exertion, remoteness from medical facilities and limited evacuation facilities. These risks may include personal injury, disease or death, loss or damage to property and delays of whatever sort including transportation.

I acknowledge that the excitement of these activities is derived in part from the inherent risks involved or in part from the travel beyond the safety risks of life at work or at home and that these risks are reason for participation.

I assume all the risks associated with the activity of skirmish, I agree to waiver any claims either now or in the future against, and release liability from the skirmish operation and/or associated companies, its owners, its staff, employees or agents.

I acknowledge that the Rules of the Game have been made readily available to me and I understand and agree to follow said rules and conditions of participation.

WARNING

Under the provisions of the Fair Trading Act 1999 several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on the "Adult Waiver" and "Parental Consent" forms is required to ensure that the recreational services it supplies to you are rendered with due care and skill and as fit for the purpose for which they are commonly bought as it is reasonable to expect to achieve any result you have made the supplier.

Under section 32N of the **Fair Trading Act 1999**, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign them form, you agreeing that your rights sue the supplier under the **Fair Trading Act 1999** if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your injury or death is due to gross negligence on the supplier's part. "Gross negligence" is defined in the **Fair Trading (Recreation Services) Regulations 2004**.