



Player Name:	<input type="text"/>	Date:	<input type="text"/>	ID No:	<input type="text"/>
Address:	<input type="text"/>	Postcode:	<input type="text"/>	ID Seen	<input type="checkbox"/>
Suburb:	<input type="text"/>	Mobile:	<input type="text"/>		
DOB:	<input type="text"/>	Age:	<input type="text"/>		

★★★IMPORTANT NOTICE ★★★

PAINTBALL IS A DANGEROUS RECREATIONAL ACTIVITY. PLAYING PAINTBALL CARRIES WITH IT A RISK OF PHYSICAL INJURY.

PAINTBALL is a physically exertive game that is played outdoors in a bushland setting. The terrain and prevailing weather conditions impact on the level of risk associated with playing the game. The terrain is uneven and rough. It may contain divots, rocks and sticks, which may not be readily visible. Rain and, or moisture can cause the terrain to be slippery. This increases the risk of falling. Rain, fog or humidity can cause goggles worn for eye protection to "fog up". This inhibits clear vision.

The Paintball Gun used in the game of PAINTBALL uses an air propellant to fire a gelatine capsule containing a non-toxic paint. The gelatine capsule explodes upon impact causing the paint to splatter. The gelatine pellet is fired at a velocity sufficient to cause physical injury. If an injury occurs, the type and severity will depend on the circumstances and could range from a superficial to a catastrophic injury. For example, players have sustained bruises, grazes and lacerations. However, there is a risk that a more serious injury could occur, such as soft tissue injury e.g. cartilage injury, bone fractures or organ damage e.g. eye damage.

You should not play PAINTBALL unless you are in good physical condition and are free from physical injury. You must take reasonable care for your own safety to avoid injury. This may require you to stop playing the game. You should also wear protective clothing.

Serious eye damage can occur if the pellet hits unprotected eyes. Protective goggles must be worn at all times to reduce the risk of eye injury. Do not attempt to remove the protective goggles in the paintball gaming area. Goggles should only be removed when instructed by the Licensor.

All players are advised to wear protective plates to reduce the risk of bruising and other impact injuries to the body, gloves to reduce impact to the hands and a head covering to reduce impacts to the top of the head. The Licensor will provide equipment for sale or hire. Men are advised to wear a scrotal guard to protect the male genitals. We recommend against pregnant women playing PAINTBALL. Parents or their Legal Guardians are responsible for the hiring or purchase of protective equipment for under 18 year old players.

LICENCE

- In consideration of payment of the fee specified in this licence, being \$10 per person and known as Park Entry, ALPHA Paintball Pty Ltd (the **Licensor**) grants a license to the player named above (the **Player**) to play Paintball (PAINTBALL) on the Alpha Paintball field. The Licensor and Player agree to the following terms and conditions that form part of the licence granted to the Player to play PAINTBALL.
- In this License the expression "I" means the Player.

ACKNOWLEDGEMENTS

- I acknowledge that I have read the IMPORTANT NOTICE above.
- I acknowledge and understand that playing PAINTBALL is a high risk recreational activity and that I may be injured while playing PAINTBALL and should this occur, I acknowledge that the Licensor's liability is limited to the full extent permitted by the law of New South Wales, the Commonwealth of Australia and pursuant to the terms of this licence agreement.
- I consent to undertaking the risks associated with playing PAINTBALL and voluntarily engage in the game of PAINTBALL having been warned about and understanding those risks. In doing so I accept all risks associated with playing PAINTBALL, including the risk of injury, howsoever caused including misadventure, negligence, statutory breach or breach of contract on the part of the Licensor, and/or its servants, agents, officers, directors, employees and/or contractors.
- I acknowledge that the Licensor has not represented or warranted that the service will be provided with reasonable care and skill and has not made any representations as to my safety or wellbeing before, during or after play and, as a consequence, any implied statutory warranties that the Licensor will exercise reasonable care and skill are excluded.
- I acknowledge that the Licensor can terminate this license at any time upon its sole discretion, without prior notice, with immediate effect and without any requirement to give reasons for doing so.

REPRESENTATIONS AND WARRANTIES

- I represent and warrant that:
 - I am healthy, in good physical condition and I do not have any disability, impairment, ailment or injury that prevents me from playing PAINTBALL or that could be exacerbated or contribute to injury if I play PAINTBALL;
 - playing PAINTBALL or being near the PAINTBALL field will not be detrimental to my safety, comfort or physical condition and my playing PAINTBALL or being near the PAINTBALL field will not be detrimental to the safety, comfort or physical condition of others; and
 - I am 12 years of age, or over.
- I agree to play PAINTBALL at all times in accordance with the safety instructions, rules and recommendations provided to me by the Licensor.
- I agree that I will not remove my protective goggles or any other protective equipment provided to me by the Licensor while on or near the PAINTBALL game area other than in

accordance with the express instructions provided to me by the Licensor.

- I agree to be at all times responsible for my own safety when on or near the PAINTBALL field and while playing PAINTBALL.

- I agree to be at all times responsible and liable for my actions and conduct when on or near the PAINTBALL game area and while playing PAINTBALL.

- I undertake not to attempt to or to place any projectile or paintball in the Paintball Gun provided to me by the Licensor other than the paintballs provided to me on the day of play by the Licensor and I acknowledge if I attempt to or do so, I will be ejected from the site immediately.

RELEASE AND INDEMNITY

- I hereby release and forever discharge the Licensor, its officers, directors, employees, agents and contractors from any and all claims, suits, demands, expenses, costs, actions and proceeding which I, my executors or administrators or any other person claiming on my behalf has or might assert against the Licensor for any injury, loss or damage suffered or sustained by me in connection with, arising out of or in relation to my playing PAINTBALL or at any time when I am on or near the PAINTBALL game area.
- I hereby release and forever discharge the Licensor, its officers, directors, employees, agents and contractors from any and all claims, suits, demands, expenses, costs, actions and proceeding which I, my executors or administrators or any other person claiming on my behalf has or might assert against the Licensor for negligence, breach of statute (to the extent permitted by law) or breach of performance of this Agreement by the Licensor, and/or its servants, agents, officers, directors, employees and/or contractors.
- I hereby indemnify and hold harmless, and shall keep indemnified and held harmless, each of the Licensor, its officers, directors, agents and contractors from and against all claims, suits, demands, expenses, costs, actions and proceedings of any nature whatsoever incidental to or by virtue of:
 - any injury, loss or damage suffered or sustained by me;
 - any injury, loss or damage suffered or sustained by any other person
 by virtue of any act, omission, neglect or default by the Licensor in connection with, arising out of or in relation to my playing PAINTBALL, including before, during and after play, or at any time when I am on or near the PAINTBALL game area or the Alpha Paintball Premises.
- I agree to indemnify the Licensor for all loss and/or damage to the Licensor's property and/or equipment (including the Paintball Gun) which is caused wholly or partially by my wilful misuse of the property and/or equipment.
- I acknowledge that the Licensor holds the releases and indemnities granted by me in this license agreement on trust for its servants, agents, officers, directors, employees and/or contractors.
- The release and indemnity clauses contained in this agreement survive the termination of

Pease Read Carefully, by signing below you acknowledge and accept the following:

I being the player (or if player under 18 years old, being the Player's Parent or Legal Guardian) have read and understood the above Licence Agreement and the above Important Notice. I am fully aware of all the risks involved including the possibility of injury. I nevertheless accept and assume such risks. I also agree to be responsible for the cost of any breakages or loss of equipment, and any other monies owed. If I am the Parent or Guardian of the Player I hereby give permission for my child named above as the player to participate in the game of paintball at Alpha Paintball otherwise known as the Licensor

Player signature

Licensor's signature

Date: ____ / ____ / ____

Parent/Guardian Name

Parent/Guardian Signature

Date: ____ / ____ / ____