



South Eastern Painball Suppy,LLC dba Blackwater Paintball

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“ AGREEMENT”)**

**This document affects your legal rights. Please read it before signing it.**

In consideration of participating in the **SPORT OF PAINTBALL** I represent, that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participating in the Activity. I fully understand that this Activity involves risks of serious bodily injury, Including permanent disability, paralysis and death, which may be caused by my own actions , or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the “releases” named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue **SOUTH EASTERN PAINTBALL SUPPLY, LLC DBA BLACKWATER PAINTBALL**, its Respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “**RELEASEES**” herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence or the “releases” or otherwise, including negligent rescue operations; and I further agree that if , despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releases, I will indemnify, save, and hold harmless each of the releases from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement and assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

\_\_\_\_\_  
Printed name of Participant

Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
City State Zip

E-Mail: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Phone: \_\_\_\_\_

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**PARENTAL CONSENT**

AND I, the minor’s parent and /or legal guardian, understand the nature of the above referenced activities and the minor’s experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and **AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** each of the Releasees from all liability, claims, demands, losses, or damages on the minor’s account caused or alleged to have been caused in whole or in part by the negligence of the releases or otherwise, including negligent rescue operations, and further agree that if ,despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against any of the above Releases, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS** each of the Releases from any litigation expenses, attorney fees, loss liability, damage, or cost any Release may incur as the result of any such claim.

\_\_\_\_\_  
Signature of Parent or Guardian of Minor Participant (Under 18 years of age)



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## Rules and Regulations

**GOGGLES ON.** You must put your mask on as soon as you leave the netted area and they must remain on at all times on the field; under no circumstances can you lift them up and expose your eyes to the potential of harm. These goggles should be approved, tested, and rated for paintball so they withstand the impact and force of paintballs.

**BARREL BLOCKING DEVICE IN.** The barrel sock must be on when you are not playing and especially when you are coming off the field, taking your goggles off, and coming around others not wearing goggles. Barrel socks reduce the risk of accidental discharges of markers.

**VELOCITIES CAN NOT EXCEED 280 FPS** (feet per second). Before you begin play you must chronograph your gun. The Chronograph measures the velocity of the ball when it is leaving the marker. Under no circumstances are you allowed to increase the marker to an unsafe speed

**LISTEN TO FIELD EMPLOYEES.** We are looking out for your safety and the safety of the people around you

**NEVER ENTER OR LEAVE THE DESIGNATED PLAYING AREA UNSUPERVISED**

**15FT RULE.** Limit shots to over 10ft. Give your opponent a chance to surrender

**AVOID SHOOTING AT NECK OR HEAD.** You are encouraged to wear chest and neck protection along with necessary padding to cover sensitive areas

**NO BLIND SHOOTING.** Look at your target.

**DO NOT SHOOT OVER...** netting material, at the viewing areas, or animals.

**DO NOT CLIMB ON BARRICADES.**

**DO NOT MOVE OR REARRANGE BARRICADES.**

**DO NOT ATTEMPT TO "FIX" RENTAL EQUIPMENT.** Immediately report malfunctioning equipment to office.

**JUDGE'S DECISIONS ARE FINAL.** Players arguing with judges during a game will be ejected from the game.

**NEVER SHOOT AT REFEREE OR GAME OFFICIAL.** Intentional shooting of the referee will result in ejection from play for the remainder of the day.

**NO OVER SHOOTING.** After you shoot someone out you must not continue shooting at them

**NO PLAYING ON.** After you have been shot out you must exit the field and cannot keep playing

**STAY BEHIND NETTING** when spectating

**NO PHYSICAL CONTACT.** Players must not touch another player or his equipment at any time.

**NO VERBAL ABUSE.** Profanity, name calling or slurs against other players will not be tolerated.

**BEING MARKED OUT:** A player is marked out when a paintball breaks on him/her and leaves a mark the size of a quarter or larger anywhere on his/her body or equipment. Players rubbing or wiping paint during a game will be ejected from play. When a player is marked out he/she will call out loudly "I'M HIT" or "I'M OUT". Slowly raise an arm, and exit the immediate playing field as quickly as possible. Other players may not shoot at hit player as he/she exits.

**NOT RESPONSIBLE FOR...** Lost, stolen, or damaged personal property

**SIGNED LIABILITY WAIVER** must be on file

**FIELD PAINT ONLY.** For insurance and safety reasons you must use our paint