

# DFW PRO PAINTBALL PARK

PARTICIPATION/SPECTATOR AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING

THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL DECEMBER 31, 2010

1. DFWPRO PAINTBALL PARK (DFWPRO) CONDUCTS PAINTBALL GAMES USING MARKING PELLETS (PAINTBALLS) PROJECTED BY GUNS POWERED BY CO2 OR COMPRESSED AIR. I UNDERSTAND THAT THIS ACTIVITY CAN BE HAZARDOUS AND INVOLVES RISKS THAT COULD RESULT IN PERSONAL BODY INJURY, INCLUDING EYE INJURY OR EVEN DEATH. THESE GAMES ARE CONDUCTED IN VARIABLE TERRAIN, WHICH CAN INCLUDE ROCKS, TREES, STEEP INCLINES, CREEKS, FOXHOLES, TRENCHES, MAN-MADE SETS OR OTHER FEATURES WHICH CAN CAUSE ACCIDENTS OR HARM TO MYSELF OR TO OTHERS.

2. I clearly understand the requirement and necessity that EYE GOGGLES WITH MASKS, provided by DFWPRO or those approved by the game site operator, must be worn and kept firmly seated on the face at all times when on the field of play. These risks have been explained to me and I recognize, accept and assume them.

3. IN CONSIDERATION FOR DFWPRO PERMITTING ME TO ENTER THEIR PREMISES, I AGREE NOT TO SUE AND I HEREBY RELEASE DFWPRO AND THEIR LESSORS, SHAREHOLDERS, OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ANY LIABILITY AND ALL CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGES OR LOSSES SUSTAINED BY ME OR FOR MEDICAL EXPENSES INCURRED ARISING FROM OR RELATED TO THE ABOVE ACTIVITY, EVEN IF THESE ARE CAUSED BY THE NEGLIGENCE, OR ANY OTHER TYPE OF CONDUCT, OF ANY OF THE AFORESAID ENTITIES AND PERSONS, EITHER INDIVIDUALLY OR IN CONCERT WITH OTHER PARTIES.

4. I agree not to carry, use, consume, or be under the influence of ALCOHOLIC BEVERAGES OR DRUGS WHILE ON THE PREMISES OF DFWPRO PAINTBALL PARK. I also agree to obey all rules and regulations related to the activities in which I engage and to follow fully the instructions of field judges and other activity leaders.

5. I am in good health and I am at least the minimum age required (10 YEARS) by DFWPRO. I understand that strenuous physical exertion may be required and I have no known physical disabilities or health problems which will present any risk by my participation in the activities.

6. I agree and understand that I am responsible for my own personal property, and will not hold DFWPRO responsible for any damage or loss of said property. All of the agreements contained herein shall be binding on my heirs, successors, assigns, administrators and executors.

7. If applicable, I accept for use as is the equipment rented to me by DFWPRO (INCLUDING, BUT NOT LIMITED TO MARKERS, GOGGLES\MASK, CHEST PROTECTORS, ETC.), and accept full responsibility for the care of the equipment while it is in my possession.

8. If applicable, I will be responsible for the replacement at full retail value of any equipment rented, but not returned to DFWPRO or damaged beyond normal wear.

9. I grant permission to DFWPRO, its employees and agents, to take and use visual/audio images of me. Visual/audio images are any type of recording, including photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions. I agree that DFWPRO owns the images and all rights related to them. The images may be used in any manner or media without notifying me, such as web sites, publications, promotions, broadcasts, advertisements, posters and theater slides, as well as for any other use. I waive any right to inspect or approve the finished images or any printed or electronic matter that may be used with them. I release DFWPRO and its employees and agents, including any firm authorized to publish and/or distribute a finished product containing the images, from any claims, damages or liability which I may ever have in connection with the taking of use of the images or printed material used with the images. I or my parent or guardian are at least 18 years of age and competent to sign this release. I have read this release before signing. I understand its content, and I freely accept the terms.

10. If the participant/ spectator is of minority age, the undersigned parent or guardian hereby gives permission for DFWPRO to authorize emergency medical treatment as may be deemed necessary for the child named below while on the DFWPRO's premises.

11. I AGREE TO ABIDE BY AND FOLLOW ALL SAFETY AND GAME RULES. (Listed on the back or second page of this agreement)

NAME: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_ AGE: \_\_\_\_  
(Please Print CLEARLY)

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

PARENT OR GUARDIAN OF MINOR: \_\_\_\_\_  
(Please Print CLEARLY)

PARTICIPANT: \_\_\_\_\_ PARENT/GUARDIAN: \_\_\_\_\_  
(Signature) (Signature)

# DFW PRO PAINTBALL PARK

## SAFETY AND GAME RULES

**All players must read and follow all safety and games rules without exception. Any violation of these rules will result in that player being ejected from play.**

- A. **Safety Goggles with Mask** must be worn at all times while on the playing field(s) whether play is in session or not.
- B. No shooting into or out of the registration area, staging areas, neutral zones or parking areas. All guns must have **barrel bags** on while in these areas. **Paintball guns may only be discharged on the playing field or at the target range.**
- C. No alcohol or drugs are allowed on the premises.
- D. Do not shoot at the referees, wildlife, animals, signs, automobiles, etc.
- E. Do not shoot at other players if they are **five feet or less from you.**
  - 1. When within 20 (twenty) feet, players must ask opponent to surrender.
  - 2. Failure to comply with 20-foot surrender rule may result in expulsion from field.
- F. No climbing trees or on top of structures.
- G. No potentially dangerous gear allowed. Players may not bring any form of tools onto the playing fields. No firearms, pyrotechnics or explosives are allowed. All personal equipment must be approved by the game site operator.
- H. Avoid field hazards, **NATURAL OR MAN-MADE.**
- I. Construct only approved field-paint booby traps.
- J. Smoking **ALLOWED** in designated areas only.
- K. Verbal abuse, foul language or physical contact will not be tolerated.
- L. Do not attempt to remove air tanks or any parts from the rental guns.
- M. Do not leave the guns in direct sunlight.
- N. No blind shooting. Players may only shoot at game participants they can see. You must be looking as you are firing.
- O. Do not shoot at another player after they have been marked.
- P. When marked, a player must place his/her barrel bag on their marker, raise their marker above their head and leave the playing field without talking to other players.
- Q. All markers must be chronographed by an employee of DFWPRO before player begins play. Players cannot adjust their marker after it has been chronographed.
- R. All paintballs used by player must be supplied by DFWPRO.

**NO CARRY-ON PAINTBALLS ARE ALLOWED!!!**

S. **ALL JUDGES DECISIONS ARE FINAL.** No player will be allowed to argue with any judge. The field operator will deal with any field problems or conflicts in conjunction with the judge. Penalties for any infraction of safety or game rules will range from being banned from one or more games to expulsion from the park.

I UNDERSTAND AND AGREE THAT THIS AGREEMENT IS BINDING UPON ME, MY ESTATE, MY HEIRS, MY REPRESENTATIVES AND MY ASSIGNS. I INTEND TO BE FULLY BOUND BY THIS AGREEMENT.  
\_\_\_\_\_ (initial)

**I HAVE READ EACH AND EVERY ITEM ON THIS AGREEMENT.** \_\_\_\_\_ (initial)

**I UNDERSTAND EACH AND EVERY ITEM ON THIS AGREEMENT.** \_\_\_\_\_ (initial)

**I AGREE TO ABIDE BY THE TERMS OF THIS AGREEMENT.** \_\_\_\_\_ (initial)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
PARTICIPANT'S NAME (PLEASE PRINT) PARTICIPANT'S SIGNATURE DATE

**PARENT OR LEGAL GUARDIAN MUST READ THIS FORM AND SIGN BELOW:**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release of DFWPRO and release all parties from any and all liabilities incident to his/her involvement in these programs for myself, the participant, our heirs, assigns and next of kin.

\_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE

\_\_\_\_\_  
EMERGENCY PHONE #

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE