

WAIVER AND RELEASE OF LIABILITY FORM
RELEASE OF LIABILITY, WAIVE OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE 1613226/1240915 ONTARIO LIMITED o/a GLADIATORS PAINTBALL ARENAS LIMITED. Herein called "Sponsor."

1. I, the undersigned, wish to play paintball, spongeball or Atom Blaster. I recognize and understand that playing paintball, spongeball and/or Atom Blaster (herein after called the "Game") involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the "Game" and injuries from tripping or falling over obstacles on the Game's playing field. In addition, I recognize that the exertion of playing the "Game" could result in injury of death.
2. Despite these and other risks, I fully understand such risks. I wish to play the Game and hereby assume the risk of playing the Game. I also hold harmless the "Sponsors" and indemnify them against any or all claims, actions, suits, procedures, costs, expenses (including attorney's fees and expenses), damages, and liabilities arising out of, connected with, or resulting from my playing the Game, including without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of such equipment. I hereby release the "Sponsors" from any and all such liability, and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns. I hereby certify to the Sponsors that I am in good health and do not suffer from a heart condition or other ailment which could be exacerbated by the exertion involved in playing the Game. I further certify that I am 18 years of age or older
3. Media Release Consent: I hereby agree and give my permission for Gladiator's Paintball Arenas Ltd., Gladiator Spongeball and Atom Blaster (hereinafter collectively referred to as "Gladiators") to record, film, photograph, audiotape or videotape the participants name, image, performance (hereinafter collectively referred to as "Works") and to display, publish or distribute these Works for the purpose of publishing, posting on Gladiator's website, posting in store, posting on social media sites and/or for broadcasting on television or radio as determined by the Gladiator's. I hereby waive any right to approve the use of these Works now or in the future, whether the use is known to me or unknown, and I waive any right to any royalties related to the use of these Works. I understand that the Works may appear in electronic form on the internet or in other publications outside the Gladiators control. I will not hold the Gladiators responsible for any harm that may arise from such unauthorized reproduction.

: (1) INITIALS _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT.

In participation in the "Game", I hereby agree to as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against 1613236/1240915 Ontario Limited o/a Gladiators Paintball Arenas Limited, their directors, officer, employees, agents and representatives (all of whom are herein after collectively referred to as "the Releases");
2. TO RELEASE THE RELEASES from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation in Paintball, Spongeball or Atom Blaster due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASES from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in Paintball, Spongeball or Atom Blaster and;
4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, assigns and administrators, in the event of my death.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

PARTICIPANT INFORMATION

PARENT/GUARDIAN INFORMATION

X _____ PARENT/GUARDIAN SIGNATURE	PRINT YOUR NAME _____
DATE ____ / ____ / ____ MM DD YY	YOUR PHONE NUMBER _____ WITNESS _____