



PROJECT ENTERTAINMENT GROUP PTY LTD.

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## CONDITIONS OF PARTICIPATION

'Project Paintball Wagga' will ensure that Paintball games are managed and operated with due care and skill and that the equipment and materials used are fit for the purpose for which they are supplied.

I, \_\_\_\_\_ (Full Name) of  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (Address, State, Postcode)  
\_\_\_\_\_ (Contact Number)

hereby acknowledge, accept and agree that:

1. I have read and understand 'Rules of Paintball' and will abide by those rules during my attendance at the premises and my participation in the game/s.
2. I will wear goggles at all times during the course of the game and will only remove those goggles when advised by employee's of Project Paintball Wagga that it is safe to do so.
3. I acknowledge and agree that the game/s is/are a dangerous recreational activity and as such by my participation in the game/s I agree that there is an obvious risk that I may suffer serious injury, death, loss or damage and that I participate in the game/s at my own risk regardless of whether or not such injury or death is caused or contributed by any act or omission or negligence of Project Paintball Wagga, it's servants, employees or agents.
4. I will not run, dive, climb and/ or jump as I will increase any risk of injury and/or death to myself and if I do any of these activities I do so at my own risk regardless of whether or not such death, injury, loss or damage is caused or contributed by any or omission or negligence of Project Paintball Wagga, it's servants, employees or agents
5. I acknowledge I will be participating in the game/s with other individuals and any death, injury, loss or damage I suffer may include actions caused by those other individuals to myself and I participate at my own risk.
6. I will use the services, equipment and materials and participate in the game/s entirely at my own risk with prior knowledge of the possible death, injury, loss, damage or harm that I may suffer as a result of my use of the equipment and/or participation in the game/s regardless of whether or not such death, injury, loss or damage is caused or contributed by any act or omission or negligence of project paintball wagga its servants, employees or agents.
7. I acknowledge there exists a risk of loss and/or damage to my clothing or other personal property and that project paintball wagga shall not be responsible for any such loss or damage regardless of whether or not such death, injury, loss or damage is caused or contributed by any act or omission or negligence of project paintball wagga its servants, employees or agents.
8. I acknowledge and agree that in the event I cause damage or loss to any equipment or property of Project Paintball Wagga whilst at the premises I am responsible for the repair or replacement of that equipment and/or property.
9. I will participate in the game/s only to a level appropriate to my fitness. If I am unsure of a safe exertion level for my fitness level I will not participate in any game/s. I acknowledge and agree that project paintball wagga accepts no responsibility or liability in respect of my fitness to participate in the game/s and I therefore participate in the game/s at my own risk.
10. In the event I suffer injury I give Project Paintball Wagga permission to call an ambulance on my behalf.
11. I am not a "prohibited person" as defined by the *Firearms Act 1996* (NSW)
12. I acknowledge that Project Paintball Wagga may withdraw their permission for me to continue participating in the game/s or for me to remain on the premises at any time, for any reason.

### Indemnity to Project Paintball Wagga Pty Ltd

In consideration of my participation in the game/s I agree to indemnify Project Paintball Wagga in the following manner:

- i. My participation in the game/s is at my own risk and I agree responsibly on that basis for any injury, death, loss or damage I may suffer or I may cause another person to suffer as a result whether arising from negligence or otherwise of Project Paintball Wagga or their employees, servants or agents or from any other cause.
- ii. I accept the venue and premises as they stand with any and all defects either hidden or exposed.
- iii. I will indemnify and shall keep indemnified Project Paintball Wagga, it's employees, servants and agents against any actions or claims which may be made by me, on my behalf or by other parties for or in respect of or arising out of my death, injury, loss or damage or as a result death, injury, loss or damage suffered by another caused by me or my equipment whether through my negligence, breach of contract or any other manner whatsoever.

### Definitions

'premises' – 7 Gillard Road, Wagga Wagga, NSW, 2650.

'project paintball wagga' – Project Entertainment Group Pty Ltd

'game/s' – The paintball game and associated activities organised and supervised by Project Paintball Wagga.

**I understand that my signature to this document constitutes a complete and unconditional release of all liability Project Paintball Wagga (including their members, committee, agents or servants) to the greatest extent allowed by law in the event of me and/or the children under my care, suffering injury or death or property damage.**

**Today's Date:** DD / MM / YYYY

**Date of Birth:** DD / MM / YYYY

**Signature of Participant:** \_\_\_\_\_

## ARE YOU UNDER 18?

*Only fill in the below information if you're under 18 years old today.*

**Name and signature of Guardian** \_\_\_\_\_

**Name of Witness:** \_\_\_\_\_

**Signature of Witness:** \_\_\_\_\_