



BERRY BLAST WAIVER & RELEASE

PLEASE PRINT CLEARLY -ILLEGIBLE WAIVERS WILL BE RETURNED

Player's First and Last Name

Street Address

Telephone

City and Province

Email Address

Postal Code

Date of Birth

THIS AGREEMENT IS IN ENGLISH. IF YOU DO NOT UNDERSTAND IT, DO NOT SIGN IT

IN CONSIDERATION of being permitted to play the game, the undersigned, on behalf of himself/herself, his/her successors or assigns, hereby releases and forever discharges Over the Hill Orchards, land owners, land lease holders or managers, and their successors, assigns, employees, officers, agents both jointly and severally, from any and all actions, covenants, claims and demands for damages, costs, loss or injury, however arising, including negligence of Over the Hill Orchards which may have been or may be sustained by the undersigned in any way relating to or arising out of the playing of Over the Hill Orchards or the equipment, including but not limited to, the manufacture, selection, delivery, possession, use, or operation of the equipment or the natural environment. The undersigned desires and agrees to assume any and all risks.

THE UNDERSIGNED:

1. Has asked Over The Hill Orchards, to be allowed to play paintball and acknowledges that the game involves physical exertion and may result in injury to the undersigned or others playing the game;
2. Is aware of the possibility of risks of injury, including, but not limited to being shot by a Nerf Bullets, falling, tripping, being hurt by field structures and improper use or operation of equipment by the

undersigned or any other player where the possibility of permanent disability or death does exist;

3. Agrees to play the game according to the rules which have been explained and to follow directions given by any game referees and understands that failure to follow rules and directions will result in eviction without refund

4. Warrants and acknowledges that his/her physical condition is excellent and his/her mental state is sufficiently stable to enable him/her to participate safely in the game;

5. Agrees to use any paintball equipment in a manner which will not cause injury or damage himself/herself or others playing;

6. Certifies that the players over the age of 18 or signing on behalf of a full sized player who is 6 years old or older, or is signing on behalf of a mini player;

7. Authorizes use of photos, videos, name, comments, game results, etc. for promotional purposes;

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT RELIEVING THE GAME OPERATORS AND EQUIPMENT SUPPLIERS AND THEIR EMPLOYEES FROM LIABILITY FOR INJURY TO YOU. IF YOU HAVE ANY DOUBTS CONCERNING ANY ASPECT OF ITS CONTENTS, CONSULT AN ATTORNEY BEFORE SIGNING IT.

PLAYER OVER 18

I state that I am at least 18 years of age, in good health, and intend to be bound by this agreement.

Player's Signature: _____

Date Signed: _____

PLAYER UNDER 18

Parent/Legal Guardian's agreement: my signature below indicates that I consent to the participation of the above named Child in the above described games and agree to the terms of the agreement.

Parent/Legal Guardian's Name: _____

Parent/Legal Guardian's Signature: _____

Date Signed: _____