

## 2017 WAIVER OF LIABILITY

Form must be signed and handed to a Joint Chief prior to play

### Nashua Paintball

A Ministry of Gate City Church  
8 Franklin Street, Nashua, NH 03064 Telephone: 603-883-8273  
Ministry Website: [www.nashuapaintball.com](http://www.nashuapaintball.com)

Participant's Full Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone # (\_\_\_\_\_) \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Email \_\_\_\_\_

### This is a Release of Liability: READ BEFORE SIGNING.

#### 1.1 THE PARTICIPANT COVENANTS AND AGREES WITH THE FOLLOWING RULES, TERMS & CONDITIONS:

I acknowledge, appreciate, and agree that:

- 1) The risk of injury from paintball is significant, including the potential for disability and death;
- 2) I may encounter incidental natural hazards such as ticks, mosquitos and poison ivy on the field;
- 3) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, and;
- 4) I understand the activities are physically and mentally intense.

I understand the RULES OF FELLOWSHIP and will comply with all rules and regulations.

#### 1.2 RELEASE & DISCHARGE

The Participant releases, discharges, waives and forever holds harmless Nashua Paintball (NP) & Gate City Church (GCC) from All Claims for Any Loss sustained by the Participant whether caused by NP & GCC's negligent act or willful act or omission, breach of contract, breach of statutory duty or otherwise in connection with NP & GCC.

#### 1.3 INDEMNITY

The Participant indemnifies NP & GCC against All Claims for Any Loss sustained by the Participant whether caused by NP & GCC's negligent act or willful act or omission, breach of contract, breach of statutory duty or otherwise in connection with NP & GCC.

#### 1.4 WARRANTY AS TO AGE

By personally executing this Waiver, the Participant warrants that he or she is at least of eighteen (18) years of age. Where this Waiver is executed by a parent, guardian or other person for and on behalf of the Participant, the person so executing warrants that he or she has authority to do so and that such parent, guardian or other person agrees to indemnify NP & GCC in terms of the indemnity contained in clause 1.3 hereof.

#### 1.5 BAR TO ACTION

The Participant agrees that this Waiver may be pleaded as a bar to any action, suit or proceedings taken at any time by the Participant against NP & GCC arising out of or as a consequence of NP & GCC or any incidental activities.

#### 1.6 CONFIDENTIALITY

The Participant must keep the terms of this Waiver strictly confidential and no disclosure of the terms of this Waiver is to be made by the Participant other than for the purpose of obtaining legal advice.

#### 1.7 BINDING ON SUCCESSORS

This Waiver binds the heirs, administrators, executors, personal representatives, dependants (if any) and successors of the Participant and enures for the benefit of NP & GCC and its successors and assigns.

#### 1.8 DEFINITIONS

In this Waiver, unless inconsistent with the context or subject matter:

"All Claims" means all claims, actions, suits, demands, damages, interest and costs arising out of or as a consequence of NP & GCC, including any incidental activity;

"Any Loss" means any loss, damage or injury to person (including the Participant) or property including but not limited to: (a) Any damage or injury occasioned to a participant, howsoever, by: i) any logs, trees and branches or any part thereof; ii) Any rocks, falling boulders or stones; iii) any rivers, creeks, streams or any other body of water existing at a NP & GCC Venue; iv) any snakes, spiders or any other wildlife whatsoever; v) other participants; vi) any equipment supplied to the Participant by NP & GCC in connection with NP & GCC; vii) or otherwise arising out of the Participant's involvement in NP & GCC; (b) Any damage or injury occasioned to a Participant as a result of a Participant: slipping on rocks, boulders, logs, trees, stumps, land or any other substance; and/or falling over; and/or colliding with another participant, whether caused by: negligence; or accident; or another participant; or flora or fauna; or however otherwise caused.

"NP" or "Nashua Paintball" means the ministry group operating the paintball games, including Gate City of Nashua, Inc., its land owners, affiliates, administrators, directors, agents, officers, volunteers, employees, participants, sponsors, and, if applicable, owners and lessors of premises where such activity may take place.

"Participant" means their FULL NAME, ADDRESS, and TELEPHONE as submitted at the beginning of this form.

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PHOTO RELEASE: I agree to allow any photo or video taken of me to be used for advertising or promotion of NP & GCC (i.e. web page, printed materials, newspaper, YouTube)

**1.9 SIGNATURES**

By signing this contract Participant agrees to ALL terms and conditions set forth in this agreement. Guardian, signing on behalf of Participant, warrants that he or she has authority to sign this Discharge, Release and Indemnity on behalf of the Participant and agrees to indemnify NP & Gate City Church in accordance with the indemnities contained in this agreement.

\_\_\_\_\_  
PARTICIPANT'S FULL NAME (PRINT )

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant (or Guardian, if participant is under 18)

\_\_\_\_\_  
Relationship

Emergency Phone # \_\_\_\_\_

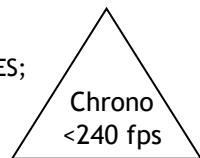
**RULES of FELLOWSHIP**

**1. General:**

- a. A waiver form must be filled out each season, prior to play;
- b. Tell event leaders if you have concerns;
- c. *Failure to abide by the rules or follow event leader directions may be grounds to be escorted off the field for the game, day or season.*

**2. Safety:**

- a. Off playing field: Marker must have safety on AND barrel plug/sock on barrel AT ALL TIMES;
- b. On playing field: Face mask must be worn AT ALL TIMES;
- c. Markers must be chrono'd to less than 240 fps;
- d. Minimum distance for shooting is 10 feet (see surrender rule for exception);
- e. Chrono & practice shooting in designated areas only (some locations designated times only);
- f. No blind fire; no climbing trees.



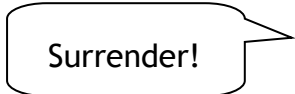
**3. Communication:**

- a. Listen and follow directions of event leaders;
- b. When players hear, "Game Over", everyone yells, "Game Over", and exits the field;
- c. If you are eliminated, yell "OUT" or "HIT", raise your hand high, lower your marker and exit the field, using most direct safe route (or follow game rules for elimination);
- d. "Dead Men Don't Talk": Eliminated players DO NOT TALK exiting the field.



**4. Elimination:**

- a. "Hit": A single paint mark the size of a quarter eliminates you from play. Hits on marker, hopper or hands do not count for elimination. Overspray does not count as a hit.
- b. "Surrender": Allow the person to surrender; if they decline, then you can shoot them.
- c. "Barrel Tap": If you are tapped on the shoulder with a marker, you are automatically out.
- d. "Paint Check": Check to confirm you are hit BEFORE you call yourself out or have a teammate check you. Once you yell "OUT" or "HIT", that is FINAL, you are out. You must exit the field, even if you discover the paint did not break or leave a mark.
- e. Exiting the field: If you leave the game field for any reason, you cannot return to that game.
- f. Out-Of-Bounds: If you go out-of-bounds to any distance, you are eliminated - exit the field.



**5. Sportsmanship:**

- a. No physical contact with the other players.
- b. Keep your language clean: No profanity, or derogatory or offensive language.
- c. Stop shooting when an opponent yells "OUT" or "HIT" - no overshooting.
- d. Respect property owners: No defacing trees or private property with paint; no littering; leave area cleaner than it was.
- e. Semi-automatic settings ONLY (unless directed otherwise by an event leader).
- f. **Have fun and make friends!**