

APPLICATION FOR PAINTBALL INSURANCE

1. Name: _____
2. Mailing Address: _____

(city/province/postal code)
3. Phone Number: Days _____ Evenings _____
4. Desired Effective Date: _____
5. Location of Playing Fields (legal address): _____

6. Is member owner or lessee of premises?: _____
7. Is this a new operation? Yes No
8. Number of Field Locations: Indoor _____ Outdoor _____
Total Acreage: _____
9. Describe paintball marking devices used: _____
10. Are the playing areas clearly marked? Yes No
11. Are you a member of Excalibur League? Yes No
12. Range of velocity of paint pellets: (ft. per sec)
13. Are players allowed to use their own guns? Yes No
Are players allowed to use their own safety equipment? Yes No
14. Where are Co2 tanks stored? _____
How are they secured? _____
15. Are safety rules and procedures posted on premises? Yes No
Where are they displayed? (send copy or photo): _____
16. Does member obtain signed waiver of liability and hold harmless agreement from each player prior to each day's games?
(attach copies): Yes No
17. Are alcoholic beverages allowed on premises? Yes No
18. Do you have any potential for travel to the United States? _____

GENERAL INFORMATION

- 1. Security:
Describe parking & traffic control: _____
Describe other security measures (including alarm systems): _____

- 2. Number of Employees: _____
Gross Receipts from admissions:
Last Season: \$ _____ Estimated this Season: \$ _____
Head count last season: _____ Estimated this Season: _____
Maximum number of players on field at any one time: _____

- 3. Do you sell equipment? Yes No
Estimated sales: \$ _____

- 4. Do you have a snack bar or restaurant? Yes No
Estimated Sales: Food \$ _____ Liquor \$ _____

- 5. Prior Insurance Company: _____

- 6. Policy Number: _____ Premium: _____

- 7. Date your current insurance policy expires: _____

- 8. Does your landowner need to be named as additional insured? Yes No
If so, indicate name and address: _____

- 9. Describe losses last three (3) years (attach details): _____

- 10. Policy limits desired: \$1,000,000 \$2,000,000

- 11. Is a higher limit of Tenant's Legal Liability required? Yes No
Limit Required: _____

- 12. Operating Hours: _____

- 13. Minimum age required to play: _____

- 14. Are there any activities involving trampolines and /or inflatable jumping pillows:
Yes No If yes, please explain: _____

I understand that the following express warranties are conditions upon which this Insurance is made.

As such they are made a part of the policy conditions:

- 1. A signed application/waiver to play is obtained for each player. (copy attached)
- 2. Approved Paintball Sports eye protection must be worn by all players during play
- 3. All guns must be chronographed. Velocity must be limited to no single shot over 300 (ft. per sec.) for outdoor playing facilities and 250 (ft. per sec.) for indoor playing facilities.
- 4. Above indicated loss experience is true to the best of my knowledge.

Signature Title Date

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

To: _____

Assumption of Risk:

1. I, the undersigned, wish to play _____, I recognize and understand that playing _____ (hereinafter 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 in the game playing field. In addition, I recognize that the exertion of playing the game could result in injury or death.
2. Despite these and other risks, and fully understanding such risks, I wish to play the Game and hereby assume the risks of playing the Game. I also hereby 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.

(Initials)

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of participating in the "Game", I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against _____, their directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as "the Releasees");
2. TO RELEASE THE RELEASEES 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 _____ due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in _____; and
4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, 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.

Signed this _____ day of _____, _____ Year

Witness

Signature of adult applicant over 19 years of age

(Please print name clearly)

Signature of Parent if Participant is less than 18 years old

Print Name

PLEASE READ CAREFULLY!