

# PARENT/GUARDIAN DISCLAIMER

PLEASE READ CAREFULLY BEFORE SIGNING. BY SIGNING THIS DISCLAIMER YOU ARE CONFIRMING THAT YOU HAVE READ THE FOLLOWING TERMS CAREFULLY AND UNDERSTAND EACH TERM IN ITS ENTIRETY. IF THERE ARE ANY TERMS THAT YOU DO NOT UNDERSTAND PLEASE CONTACT US TO DISCUSS BEFORE SIGNING.

WE RESERVE THE RIGHT TO REMOVE/EXCLUDE YOU AND/OR ANY MEMBER(S) OF YOUR PARTY/GROUP (WITHOUT REFUND AND WITH ALL OUTSTANDING BALANCES REMAINING PAYABLE) FROM TAKING PART IN ANY FURTHER PAINTBALL OR OTHER ACTIVITY ON THE PREMISES IN THE EVENT THAT YOU OR ANY MEMBER OF YOUR GROUP FAIL TO COMPLY WITH, OR WE HAVE REASON TO SUSPECT THAT YOU ARE OR ANY MEMBER OF YOUR GROUP ARE IN BREACH OF ANY OF THE FOLLOWING RULES AND TERMS.

1. YOU MUST NOT, at any time, whilst in a live zone, remove your protective goggles or any other items of equipment or protective clothing that we provide to you. We will not be liable for any accidents or injury that occurs as a result of failing to comply with this rule or any other rules informed to you during the training and induction.
2. YOU WILL NOT, wear any items of jewellery (including but not limited to; ear rings or any other form of piercing, necklaces, watches or rings) in a live zone or take any other valuable items (including mobile phones, laptops, cameras or clothing) into a live zone. You will be asked to remove any such items prior to entering into a live zone. It is our recommendation that you do not bring any such items with you to our premises as we accept no liability for any loss or damage caused to any such items you bring onto our premises and any items that you do bring onto the premises will be at your own risk.
3. WE WILL provide you with protective clothing. However, we advise that you do not wear valuable items of clothing when attending our premises. WE CANNOT guarantee that no paint or dirt will make its way onto any items of clothing. YOU ACKNOWLEDGE that when entering on to our premises that your items of clothing, vehicles and/or valuables are at your own risk. WE DO NOT accept any liability for any loss or damage to such items.
4. YOU MUST NOT be under the influence of any drugs or alcohol, before or during the paintball event. No alcohol should be brought onto or consumed, at any time on the premises.
5. YOU ACKNOWLEDGE that the premise may contain natural hazards (including but not limited to holes, ditches and slippery surfaces). Whilst we will use reasonable endeavours to remove such hazards and/or bring these to your attention, YOU MUST remain vigilant at all times and shall take all reasonable endeavours to avoid potential injury from such.
6. YOU CONFIRM THAT YOU HAVE notified us in this form of any pre-existing medical condition (including but not limited to Asthma, Bronchitis, Epilepsy, Haemophilia, back, knee or ankle problems, pregnancy, migraines, high blood pressure and/or heart conditions) and or any other condition which may prevent you from taking part or lead to potential difficulties during the activity and you acknowledge that we reserve the right to suspend the provision of services to you where we believe that continuing with the activity may lead to a risk (however small) to your health or the health of any other participant or member of our staff. **WE WILL NOT accept any liability for any injury you suffer or loss you incur as a result of failing to provide the relevant information.**
7. WE STRONGLY ADVISE that if you suffer from any of the above conditions which may affect your participation in the activity then you should seek medical advice and obtain a doctors' note prior to taking part in any such activity. We accept no liability for any injury caused to your health or which is exasperated by your taking

part in the activity and reserve the right to refuse to allow you to take part (without refund of any fees paid) without confirmation from a trained medical practitioner that you are allowed to do so.

8. YOU MUST LISTEN CAREFULLY AND COMPLY AT ALL TIMES with the rules provided to you (whether in writing or verbally) during your safety and introduction tutorial.
9. YOU WILL COMPLY at all times with any instructions provided to you by a marshal, whether during, before or after taking part in the paintball activity.
10. YOU WILL ONLY use the equipment we provide to you and only in the manner explained to you during your safety and introduction tutorial. If you wish to use your own equipment you must make a formal request to us prior to attendance at the premises. We reserve the right at all times to refuse to allow you to use or even to withdraw any consent we may have previously provided, whether during or prior to taking part in a paintball activity, to use any equipment other than that provided by us. ONLY where we have provided consent in writing to you, may you use equipment other than that supplied by us and only the specific equipment specified in the signed consent. We reserve the right to confiscate and destroy any equipment which we have not provided or authorised to be used on the premises and accept no liability for any loss you suffer as a result.
11. YOU WILL NOT use any items or take any items of equipment into a live zone unless we have first approved the use of such item
12. Guns and/or grenades should not be taken at any time outside of a live zone and should be left in the live zone on the tables and/or racks provided (as notified to you by the marshals).
13. YOU WILL NOT fire or use any item of equipment outside of a live zone AT ANY TIME.
14. YOU WILL NOT fire or use any item of equipment in a live zone after being instructed not to do so by a marshal.
15. YOU WILL NOT fire or use any item of equipment in a live zone; until you are notified that a game has started or after you are notified that a game has ended.
16. YOU WILL use all safety mechanisms such as safety catches on guns whilst in live zones until told to remove them.
17. YOU WILL NOT pick up and/or use discarded or dirty paintballs. If you drop a paintball on the floor it will be deemed used and should be left for a marshal to recover.
18. YOU WILL NOT shoot at anyone or anything other than participants who are taking part in the paintball activity and are in the live zone. YOU WILL NOT shoot at any participants who have already been shot and/or are leaving the live zone.
19. YOU WILL NOT deliberately shoot another participant in the head.
20. YOU WILL NOT climb any trees or have any physical contact with any other participants or the marshals.
21. YOU WILL NOT eat, drink or smoke in a live zone.
22. YOU WILL NOT smoke anywhere on the premises unless authorised to do so by a marshal.

23. YOU ACKNOWLEDGE that you must return all items of equipment prior to leaving the premises in which title belongs to us. This includes any unused paintballs (regardless of whether you have paid for these in full). No refund will be made for unused paintballs or grenades.

24. YOU WILL NOT act aggressively, use foul or abusive language towards any person or act in any way intended to cause injury or harm to any other person.

25. YOU WILL NOT cause any deliberate damage to the premises or any item of equipment. YOU ACKNOWLEDGE AND AGREE that we may charge you the cost of repairing any damage to the premises and/or equipment where such damage is caused as a result of your failure to comply with any rules and conditions notified to you as in force whilst on our premises.

26. YOU ACKNOWLEDGE AND ACCEPT that payment must be made in full and cleared funds prior to taking part in any paintball or other activities at the premises. If you have not already paid, you will be asked to make payment upon your arrival at the premises and in all cases, prior to taking part in any paintball activity.

27. YOU ACCEPT AND HEREBY PROVIDE YOUR CONSENT to photographs and/or video being taken during your time on our premises. All intellectual property, rights and ownership or any photographs taken will belong to Marchbrook Paintball Limited. Marchbrook Paintball Limited reserve the right to use the photographs for promotional purposes or in any manner they so desire. YOU WILL waive any moral or other rights that you may have in any photographs and/or video taken of you and you acknowledge that you have no right to any monetary compensation from Marchbrook Paintball Limited's use of such.

28. WE CONFIRM that we have public liability insurance, a copy of which can be obtained on request. However, we strongly advise that you obtain your own insurance cover to protect against cancellation, injury to you, medical treatment or any other risk which may arise as a result of taking part in the paintball activity.

29. YOU ACKNOWLEDGE AND ACCEPT THAT, We will use the personal information you provide to Us to:

29.1 provide the Services;

29.2 process your payment for such Services; and

29.3 inform you about similar services that We provide;

Please tick here if you do not want us to use your personal data to contact you with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you.

Please tick here if you do not want us to disclose your personal data to selected third parties so that they can provide you with information about their goods or services.

You can find further terms about how we may use your information in our privacy policy which can be obtained from our website at [www.marchbrookpaintball.co.uk/privacy-policy/](http://www.marchbrookpaintball.co.uk/privacy-policy/) or any marshal or member of our staff upon request.



**SIGN AND DATE:** .....

**NAME OF PARTICIPANT:** .....

**PARENT/LEGAL GUARDIAN CONSENT**

I [ ] as the Legal Guardian of the above named participant confirm that both myself and the participant have read and understand all rules as stated in this form. The participant has confirmed to me that they understand the terms and agree to comply with all rules and regulations set out in them. I have personally gone through these above terms with them.

I warrant that I have notified you of any and all pre-existing medical conditions and or any other conditions which may prevent the participant from taking part, which may lead to potential difficulties during the activity or which may lead to a risk (however small) to the participant's health or the health of any other participant or member of staff. I confirm that I am happy for the participant to receive first aid or emergency medical treatment in relation to any illness or injury they may suffer whilst taking part in the paintball activity.

I warrant that the above named participant is 11 years old or older.

I acknowledge that you only have public liability insurance and have been advised to obtain insurance cover to protect the above named participant against cancellation, injury, medical treatment or any other risk which may arise as a result of taking part in the paintball activity.

I confirm that I have read the above condition, including those relating to the taking of photos and videos in paragraph 27 and provide consent to the use and assignment of rights in any such photos which may be taken of the participant.

I confirm that I understand that paintballing is a dangerous activity and requires physical exertion. I also understand and acknowledge that paintballs can leave bruising and/or break the skin. I have considered the risk to the participant and hereby give my consent to the participant taking part in the paintball activities.

**SIGN AND DATE:** .....

[ ] acting as Parent/Legal Guardian for [ ]